

1                               IN THE UNITED STATES DISTRICT COURT  
2                               FOR THE SOUTHERN DISTRICT OF OHIO  
3                               WESTERN DIVISION, CINCINNATI  
4  
5       EVERETT W. WHISMAN, et al.: Case No. C-1-02-406  
6                               Plaintiffs,                               : Judge Beckwith  
7       V.                               : Magistrate Sherman  
8       ZF BATAVIA, LLC, et al.,       :  
9                               Defendants.                               :

---

10                              Deposition of EDWARD L. STEGMANN, taken on  
11       Friday, August 22, 2003, commencing at 8:23 a.m.,  
12       at the offices of Baker & Hostetler LLP, 312 Walnut  
13       Street, Suite 3200, Cincinnati, Ohio, before  
14       Susan M. Barhorst, Notary Public.

15

16

17

18

19

20

21

22

23

24

GIGLIO REPORTING SERVICES  
3 CYPRESS GARDEN  
CINCINNATI, OHIO 45220  
513-861-2200

1 APPEARANCES:

2 On behalf of Plaintiffs:

3 Stephen A. Simon, Esq.  
4 22 West Ninth Street  
Cincinnati, Ohio 45202

5 On behalf of Defendant ZF Batavia, LLC:

6 John J. Hunter, Jr., Esq.  
Hunter & Schank Co., L.P.A.  
7 1700 Canton Ave.  
Toledo, Ohio 43624

8 Also present:

9 Herb Huebner

10 On behalf of Defendant Ford Motor Company:

11 Jeffrey L. VanWay, Esq.  
12 Baker & Hostetler LLP  
312 Walnut Street, Suite 3200  
13 Cincinnati, Ohio 45202

14 Cross-Examination

15 by Mr. Hunter 4

16 by Mr. VanWay 74

17

18

19

20

21

22

23

24

1	STEGMANN DEPOSITION EXHIBITS	MARKED/IDENTIFIED
2	2	39
3		
4	126	48
5	127	51
6	128	81
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		

1 EDWARD L. STEGMANN

2 being first duly sworn, testified as follows:

3 CROSS-EXAMINATION

4 BY MR. HUNTER:

5 Q. Sir, will you state your name for the  
6 record, please?

7 A. My name is Edward, middle initial "L,"  
8 last name Stegmann.

9 Q. And, Mr. Stegmann, what's your current  
10 residential address?

11 A. 1161 Forest Run Drive in Batavia,  
12 Ohio.

13 Q. All right. And, Mr. Stegmann, my name  
14 is John Hunter. I don't think we've ever met  
15 before.

16 A. No.

17 Q. I represent ZF Batavia, LLC in the  
18 litigation that you have filed against the company.  
19 Today we're going to take your deposition. I don't  
20 know, have you ever had your deposition taken  
21 before?

22 A. No.

23 Q. Okay. It's pretty basic, question and  
24 answer format. I just want to have a discussion

1 with you about the allegations that you've made in  
2 the complaint that you've filed against the  
3 company.

4 I'm going to do my best to ask you  
5 questions in a clear, loud enough manner that you  
6 can hear me. But occasionally I speak rather  
7 quickly or I mumble or have any of a number of  
8 other bad habits.

9 And so at any point in time, if you  
10 don't hear the question, don't understand the  
11 question or just for whatever reason, feel you  
12 can't fairly answer my question, I want you to stop  
13 me and let me know, okay?

14 A. Will do.

15 Q. All right. Is there anything today  
16 that would prevent you from being able to go  
17 forward with your deposition, in terms of a  
18 personal issue or a medical issue or otherwise?

19 A. Not that I'm aware.

20 Q. Okay. If I use the term "a Ford  
21 transitional employee," what is your understanding  
22 of what that would mean?

23 A. Employees that are currently employed  
24 by ZF who, prior to that employment, were employed

1 by Ford and offered employment at ZF.

2 Q. Okay. And that certainly is my  
3 understanding of that term. Are you a Ford  
4 transitional employee?

5 A. Yes, I am.

6 Q. Prior to coming over to the joint  
7 venture, how long had you been with Ford?

8 A. 23 and a half years, I believe, is  
9 the -- pretty close to the exact time.

10 Q. Okay. And I realize it was quite some  
11 time ago, but when you started with Ford, do you  
12 remember what you hired in as?

13 A. I hired in on February 2nd, 1976 as a  
14 production equipment designer, grade C.

15 Q. Okay. And how long did you hold that  
16 position or maybe let me --

17 A. I'm going to -- we're going back a  
18 ways.

19 Q. Right.

20 A. The best I can recollect, it was  
21 approximately six months.

22 Q. Okay. Maybe let's do it this way. Do  
23 you remember approximately what your next position  
24 was with the company?

1 A. I was a production supervisor --

2 Q. Okay.

3 A. -- in steel machining.

4 Q. Okay. And after that?

5 A. I was a production -- I don't know if  
6 it was a different classification, but it was a  
7 production supervisor in heat treat.

8 Q. Okay. And then?

9 A. Plant layout engineer.

10 Q. Okay. And then?

11 A. Maintenance supervisor.

12 Q. All right. And then?

13 A. Back to plant layout engineer.

14 Q. Okay.

15 A. Then cutter-grind supervisor.

16 Q. Okay.

17 A. Then production supervisor in  
18 assembly.

19 Q. The assembly line?

20 A. Yes.

21 Q. Final assembly line?

22 A. Final assembly, yes, that's correct.

23 Q. Okay.

24 A. I'm assuming you want me to go on with

1 the whole list; is that correct or not?

2 Q. Well, you've moved around quite a bit.

3 Yeah, to the extent that you can remember, recall.

4 A. After that, I was transferred to  
5 Sharonville, where I worked for a division as a  
6 plant design engineer.

7 Q. Now, when you say you worked for a  
8 division, are you talking like out of ATO or  
9 something or what do you mean?

10 A. Power train operations.

11 Q. Okay. But over at the Sharonville  
12 facility?

13 A. At the Sharonville facility, that was  
14 involved with the -- the movement of the C6  
15 transmission line from Lavonia to Sharonville.

16 Q. Okay.

17 A. And also working for -- after that,  
18 working for, again, still PTO. I was, again, a  
19 maintenance supervisor.

20 Q. Okay.

21 A. Still at Sharonville and, again, after  
22 that, still working for PTO, I was a process  
23 engineer.

24 Q. Okay.



1           A.     Then I came back to Batavia and that  
2     was -- I don't remember. 1981, I think by then.  
3     And I came back as a gauge and layout supervisor.

4           Q.     Just so that I'm clear, so all of the  
5     other positions were between '76 and '81?

6           A.     Mm-hmm.

7           Q.     Wow, okay. All right. You're here  
8     at --

9           A.     Gauge and layout supervisor.

10          Q.     Okay.

11          A.     And then I became -- I can't remember  
12     the exact title, but essentially I was a quality  
13     engineer --

14          Q.     Okay.

15          A.     -- which is the position I held until  
16     such time as I made the transition to ZF and I  
17     still hold a quality engineer position with ZF.

18          Q.     Okay.

19          A.     I don't know that that's the official  
20     title, but essentially that's what it is.

21          Q.     All right. Prior to coming to Ford in  
22     1976, where had you worked?

23          A.     I worked for Cincinnati Electronics --

24          Q.     How long?

1 A. -- as an electronic technician.

2 Q. How long had you been with Cincinnati  
3 Electronics?

4 A. About a year.

5 Q. And why did you leave that position?

6 A. More money.

7 Q. And prior to Cincinnati Electronics?

8 A. I was in the United States Navy --

9 Q. Okay.

10 A. -- five years and nine months of  
11 active duty.

12 Q. All right. In the litigation that has  
13 been brought, my understanding is there are a  
14 number of representations or promises that you and  
15 the other plaintiffs believe that ZF Batavia and/or  
16 Ford have not followed through on.

17 Can you kind of give me a laundry list  
18 or short list, long list, whatever it is of those  
19 issues?

20 A. As best I can recall --

21 Q. Mm-hmm.

22 A. -- okay? One, there was the  
23 situation, AIP.

24 Q. Okay.

1 A. The overtime.

2 Q. Okay.

3 A. The bereavement time.

4 Q. Okay.

5 A. The personal, sick time, which changed  
6 and has now been -- is back, but that was also one.

7 Q. Okay.

8 A. That's all I can recall right now.

9 Q. Okay. If as we discuss things today,  
10 something else comes to mind, just let me know.  
11 Let's talk a little bit, then, about -- about the  
12 AIP issue. What are your concerns with respect to  
13 AIP?

14 A. Well, my understanding was when the  
15 whole situation was presented or the facts were  
16 presented to us initially before we made -- when we  
17 were given the opportunity to make the decision to  
18 go to ZF, was that there were certain criteria that  
19 would be utilized to determine whether AIP would be  
20 awarded or not.

21 And subsequently, there was one year  
22 specifically I can recall that -- I may have been  
23 affected other years, but one year specifically, I  
24 was told that I was not going to receive a AIP

1 because I had worked overtime, yet that had never  
2 been presented as a criteria when the initial  
3 package was presented to me.

4 Q. Okay. Let's talk about the criteria.

5 A. And I also want to add that what  
6 impact -- it appeared that there was --  
7 subsequently that that's been -- impacts on my AIP,  
8 based upon performance of me specifically, which  
9 also was not mentioned during the -- you know, it  
10 was more based upon the plant performance from a  
11 variety of things, schedule, costs, things like  
12 that, that -- you know, we, as a plant, would feel  
13 the impact of. And there was never any mention of  
14 specific goals or factors that would weigh on AIP  
15 against any one individual.

16 Q. All right. Well, what were the  
17 measurables that you understood that would impact  
18 AIP?

19 A. Well, from what --

20 Q. To the extent you can remember, and  
21 we'll talk about documents later.

22 A. Well, there was --

23 Q. I mean, you mentioned schedule, costs.

24 A. -- there was schedule.

1 Q. Okay.

2 A. There was quality.

3 Q. Okay.

4 A. There was cost.

5 Q. Okay.

6 A. And within cost, I mean, of course,  
7 there's not only the cost of the product, but  
8 that's affected by direct and indirect labor,  
9 things like that. Schedule, that we meet the  
10 schedule that our customer, Ford Motor Company at  
11 the time, with CD4E would -- would expect.

12 Q. Okay.

13 A. Now, there's more, I'm sure. But  
14 those are the ones I remember primarily.

15 Q. Were those measurables subject to  
16 change as you understood it?

17 A. They could have been, yes, 'cause  
18 Ford's --

19 Q. Okay.

20 A. -- schedule can change and -- and  
21 that's been a factor -- you know, from the -- you  
22 know, for years within -- within the plant. But  
23 whether we met the schedule is what was the  
24 measurable, not whether the schedule would change.

1                   In other words, if today we're  
2     producing 2,000 transmissions and Ford says we  
3     don't need 2,000. We need 1,500. It's not whether  
4     we -- whether that's been reduced as far as the  
5     schedule. It's whether we meet that schedule.

6           Q.     Sure. In terms of meeting schedule,  
7     for example, my understanding is that the plant has  
8     historically -- shouldn't say historically -- has  
9     certainly since the formation of the joint venture  
10    been on critical plant status, hasn't it?

11          A.     I know it has been, but whether it  
12    currently is, I don't know.

13          Q.     Not currently, but historically it has  
14    been?

15          A.     I wouldn't go so far as to even say  
16    historically. I know it was on critical status.  
17    For how long -- now, if you're referring to just  
18    since the joint venture?

19          Q.     Yes.

20          A.     I can't say for how long. I know it  
21    was put on -- we were put on critical status. How  
22    long a period of time that remained in effect, I  
23    don't know.

24          Q.     And as I recall even last year, I

1 think we shut down Kansas City, didn't we?

2 A. I'm not --

3 Q. Came pretty close?

4 A. I'm not aware of that.

5 Q. And with respect to costs, you  
6 indicated that a function of costs or a  
7 determinate, perhaps, of costs would be direct and  
8 indirect labor, correct?

9 A. That's correct.

10 Q. And a function or a -- and one of the  
11 items that would have an impact on the direct labor  
12 costs certainly would be overtime, wouldn't it?

13 A. Yes.

14 Q. And so that -- I guess you knew back  
15 in 1999 that overtime would have an impact on AIP?

16 MR. SIMON: Objection, vague and  
17 ambiguous. You can answer.

18 A. My personal overtime, I was not aware  
19 would be -- have an impact on AIP. The overtime  
20 for the costs for the plant as a whole, yes. But  
21 when I am being compared against a fellow employee  
22 who doesn't work overtime and I have, based upon  
23 management's request, not my own personal -- and I  
24 am -- you know, effectively penalized because I did

1 not receive as good an AIP.

2 And that's what I was told because of  
3 a co-worker -- you know, that didn't. Then I don't  
4 say that that's -- that overtime has an impact on  
5 AIP, okay? If it had it across the entire plant,  
6 that might be a different story.

7 Q. Well, if I'm not mistaken, there was a  
8 memo put out by Mr. Sennish at some point in time  
9 related to overtime. And, in fact, arguably there  
10 was a change in policy with respect to nine-hour  
11 days and things like that. Are you familiar with  
12 that?

13 A. Yes.

14 Q. And you're familiar with the fact that  
15 the plant's position is that the overtime budget  
16 historically, since the formation of the joint  
17 venture, has been far -- has far exceeded what was  
18 anticipated, hasn't it?

19 A. I'm not aware of figures like that.  
20 I'm not made privy to the exact number of hours  
21 that are worked or aren't worked by the plant as a  
22 whole.

23 Q. All right. I'm not looking in terms  
24 of exact hours. But I think it was made pretty



1 clear to everyone that budgets were set for  
2 overtime, weren't they?

3 MR. SIMON: Objection. Not sure of  
4 the time frame. You can answer if you understand.

5 A. I -- I'm not aware.

6 Q. Okay.

7 A. I don't recall that being brought to  
8 our attention. I mean, I realize that there has  
9 been -- you know, that -- like you said, the nine  
10 hour, but I'm not aware of what you're -- if I  
11 understood your question.

12 Q. Okay. Well, let's get back to, I  
13 guess, a little more directly into AIP. You've  
14 made reference to your understanding about AIP and  
15 what you were told with respect to AIP. And I  
16 guess let's talk a little bit about kind of when  
17 you were told this or where or kind of the  
18 circumstances surrounding that.

19 My understanding is there were a  
20 number of meetings out at the plant with respect to  
21 the transition?

22 A. Yes.

23 Q. Did you attend any of those meetings?

24 A. Yes.

1 Q. Do you remember which meetings you  
2 attended?

3 A. No, I cannot recall all of the  
4 meetings that I attended.

5 Q. And by "all," I'm guessing that that  
6 means you went to certainly more than one?

7 A. That is correct.

8 Q. Okay. Do you remember the  
9 announcement that was made -- what, October, I  
10 think, or so of 1998, kind of outside the hospital  
11 area there in the production part of the facility?

12 A. Is that the one that they had the --  
13 the big press announcement that came out of  
14 Detroit, yes.

15 Q. Yeah, and Nasser was on the squawk box  
16 thing and --

17 A. Yes. I -- I do recall that one.

18 Q. Okay. Did you go to that one?

19 A. Yes, I did.

20 Q. All right. With respect to that  
21 meeting, do you remember anything that was said at  
22 that time?

23 A. Just the fact that there was -- this  
24 joint venture was going to take place. I don't

1 even remember specifics --

2 Q. Okay.

3 A. -- other than the fact that there  
4 was -- and I don't even remember who the gentleman  
5 was from ZF. But, of course, Nasser was there and  
6 they made the joint announcement.

7 Q. Okay.

8 A. But specifics regarding, I -- I don't  
9 recall.

10 Q. Okay. Was there anything that was  
11 said at that meeting that you relied on to make  
12 your decision to transition over to the joint  
13 venture?

14 A. Not that I can recall, no.

15 Q. Do you remember the next meeting that  
16 you had that provided you with information  
17 regarding the move to the joint venture?

18 A. As near as I can recall, it was the  
19 joint the meeting -- the meeting that took place in  
20 the cafeteria.

21 Q. Does around May 27th of 1999 sound  
22 right?

23 A. That's -- yeah, yes --

24 Q. And you --

1 A. -- which is --

2 Q. Yeah, you pointed to Exhibit 4 before,  
3 which is called the outline or whatever, I guess,  
4 agenda for that meeting. That's, you think, the  
5 next meeting that you had regarding the --

6 A. The next meeting I can recall --

7 Q. Okay.

8 A. -- was this one, yes.

9 Q. And my understanding is there were two  
10 meetings on that date, morning and afternoon  
11 session?

12 A. I don't recall whether there was. I'm  
13 assuming there was, but I don't recall whether that  
14 was true or not.

15 Q. Do you remember, then, did you go to a  
16 morning meeting or an afternoon meeting?

17 A. I don't recall.

18 Q. What shift would you have been working  
19 at that point?

20 A. I was -- I was on days at that point  
21 in time.

22 Q. All right. And "days" means 3:30 to  
23 11 out there?

24 A. Seven to --

1 Q. Oh, all right.

2 A. -- 3:30 time frame, roughly speaking.

3 Q. All right. Okay. With respect to the  
4 meeting on the 27th, do you remember being given  
5 any handouts or anything like that at that point in  
6 time?

7 A. No. As near as I can recall,  
8 everything was presented in a slide presentation.

9 Q. Okay.

10 A. But as I recall, there was a request  
11 made for copies, which is what -- this then  
12 became --

13 Q. Okay.

14 A. -- available.

15 Q. Let's take a look at Exhibit 4. You  
16 pointed to it and said "this."

17 A. This package, which it was -- was, in  
18 fact, as I can recall, a -- a hard copy of the  
19 slides that were presented to us.

20 Q. I have to confess. I think you're the  
21 first person that's told me that.

22 MR. SIMON: Objection. I don't know  
23 that that's true.

24 Q. You think you got a whole copy of

1 everything that was in Exhibit 4? If you would,  
2 take a look through there, just to make sure.

3 A. I got a copy of -- of -- yes, of  
4 everything that was -- I will be glad to look  
5 through, but -- yes.

6 MR. SIMON: I think, for the record,  
7 we attached Exhibit 4 to our complaint.

8 A. Yes.

9 Q. Okay.

10 A. Everything that's -- yes.

11 Q. I don't remember anybody else telling  
12 me they received that, but all right.

13 Do you remember when you would have  
14 received that or who gave it to you or anything?

15 A. It -- it was within, as I can recall,  
16 within a day or two.

17 Q. Okay. All right. Do you remember who  
18 was at that meeting on May 27th?

19 A. Of course, this in here makes  
20 reference to people that did presentations.

21 Q. I understand, but --

22 A. But as far as remembering, Tony  
23 DeShaw --

24 Q. Okay.

1           A.     -- Karl Kehr, Dave Adams. I mean, I  
2     can remember people that were there that -- you  
3     know, were at like at my level, but weren't part of  
4     the presentation --

5           Q.     Okay.

6           A.     -- that type of thing.

7           Q.     In terms of those --

8           A.     Those are the ones -- I mean, I know  
9     there's more, but I just --

10          Q.     Okay.

11          A.     I mean, I could refer to this and  
12     refresh my memory, but -- you know, that's --

13          Q.     Yeah. I know who was supposed to be  
14     there. I'm trying to just understand who you  
15     remember.

16                     In terms of your co-workers that were  
17     there, do you remember who was there?

18          A.     Well, I can definitely remember Cindy  
19     Kries being there because she's the one that did  
20     the slide presentation.

21          Q.     Okay.

22          A.     I want to say that Pat McCaldon, I  
23     believe was there in the same session.

24                     MR. SIMON: He just wants your

1 recollection.

2 A. But that's --

3 MR. SIMON: You don't have to guess.

4 A. That's -- that's the only ones I can  
5 remember.

6 Q. Okay. Is there -- and this is  
7 probably a more difficult question. In terms of  
8 details, what anybody said, for example,  
9 Mr. DeShaw. Do you remember in particular anything  
10 that he said to you or not to you, but said?

11 A. Not specifically, no.

12 Q. How about Mr. Kehr?

13 A. No. I cannot remember anything that  
14 any one particular person said specifically. I  
15 cannot recall.

16 Q. Is there anything in general you  
17 recall about those -- these folks?

18 A. Pretty much, in general, as I -- the  
19 only thing I can recall is that those of us who  
20 opted to make the transition, it would be from the  
21 standpoint of our jobs, our aspects of our jobs,  
22 our -- our -- everything about it would be -- how  
23 do I put it? Be like we were still with the same  
24 company. In other words, everything stays in



1 place.

2 Q. I've heard, for example, folks  
3 yesterday used the term as basically the same or  
4 comparable. Does that sound accurate to you?

5 MR. SIMON: Objection. Go ahead.

6 A. I -- I don't know if -- if  
7 "comparable" would be a word I would use. "The  
8 same," yes.

9 Q. And what did you understand would be  
10 the same?

11 A. Wages, which includes overtime, the  
12 medical benefits. Now, when I say same on the  
13 medical benefits, it's not necessarily the same  
14 company that -- that would represent -- you know,  
15 as far as provide the health benefits, but the  
16 benefits would still be the same. Working hours.  
17 I mean -- you know, I'm trying to recall.

18 Q. When you say that things would be the  
19 same, ZF Batavia doesn't have a retirement plan,  
20 does it?

21 A. It has a 401K plan.

22 Q. But that's not the same, is it?

23 A. It's still a retirement plan.

24 Q. Okay.

1           A.     And we were told in the meeting that  
2     between the GRP that Ford has and what we would  
3     have from -- from the 401K, when it came time for  
4     us to retire, it would be basically the same as if  
5     we'd stayed with Ford for -- for that period of  
6     time.

7           Q.     Okay. But it would be a 401K, not a  
8     defined pension plan -- defined benefit pension  
9     plan?

10          A.     That's correct.

11          Q.     Okay. And Batavia, ZF Batavia doesn't  
12     have anything to do with the A Plan, right?

13          A.     That's -- we were told about the A  
14     Plan, that it would be in effect for -- I forget  
15     the -- some period of time.

16          Q.     Okay. So --

17          A.     And then we would -- that, we would  
18     lose.

19          Q.     Okay. The personal days weren't the  
20     same, either, though, were they?

21          A.     Mm-hmm.

22          Q.     How many personal days did you have at  
23     Ford?

24          A.     Five.

1 Q. All right. And those stayed the same?

2 A. Yes, sir.

3 Q. Because I've had other folks tell me  
4 they thought they had up to 30 days, I believe, and  
5 somebody else told me 22, which surprised me,  
6 but --

7 A. I'm not -- I mean --

8 MR. SIMON: Objection. They didn't --  
9 no one said there were that many personal days, but  
10 go ahead.

11 A. I'm not aware of that.

12 Q. Okay.

13 A. My understanding was when I was  
14 employed at Ford that I had five paid personal sick  
15 days.

16 Q. All right. Do you remember anything  
17 else or -- that was said or told to you or your  
18 general impressions, let's say, at that May 27th  
19 meeting?

20 A. Not that I can recall, no.

21 Q. No one gave you any specific dollar  
22 amounts with respect to the annual incentive plan,  
23 did they?

24 A. Other than what was covered in the

1 slide presentation that showed where the targets --

2 Q. And --

3 A. -- would be.

4 Q. Sure. And those are shown as being  
5 1999 objectives, correct?

6 A. Doesn't state that.

7 Q. Well, take a look at the -- in Exhibit  
8 4, Bates document number 0008. It's in the  
9 upper -- yeah. See 1999 objectives on that form?

10 A. Yes.

11 Q. And on page 9 as well, isn't it  
12 designated as the 1999 objectives?

13 A. Yes. And this goes back to what I was  
14 stating earlier, in that these items were given as  
15 plant objectives and nowhere in here does it --  
16 does it reference anything having to do with the --  
17 the overtime or individual performance.

18 Q. Okay.

19 MR. SIMON: He was just asking about  
20 the 1999, I'm sorry.

21 THE WITNESS: Yes.

22 Q. But you --

23 A. This did say the 1999 objectives, but  
24 this gave me a feeling that -- you know, this was a

1 target. Didn't say 1999. This was the target that  
2 they're shooting for and -- you know.

3 Q. Okay. And the target that they were  
4 shooting for -- and I think you told me this  
5 already -- was a target that would change, correct?

6 A. Well, I don't know that I was ever  
7 told it could -- would change, but --

8 Q. Well, you certainly understood that it  
9 could change?

10 A. Yes, because it had -- if things were  
11 the same as with Ford, things did change.

12 Q. Based upon your job positions, it  
13 sounds like it changed a lot?

14 A. My job position, to my understanding  
15 when I was with Ford, my the -- the comparable  
16 thing to AIP was not based upon performance.  
17 That -- bonus or profit sharing is the term I  
18 believe Ford uses, was not based upon my  
19 performance --

20 Q. Sure.

21 A. -- nor plant performance.

22 Q. Okay. With respect to the May 27th  
23 meeting, based on my understanding of your hire  
24 date, you apparently had not decided to join the

1 joint venture as of May 27?

2 A. I was considering, but had not made a  
3 final decision, that's correct.

4 Q. Okay. And after you attended the  
5 meeting on the 27th, based upon that meeting, did  
6 you decide to join the joint venture?

7 A. Not immediately, no.

8 Q. Okay.

9 A. I -- part of the reason I wanted a  
10 copy of this and asked for a copy of this and there  
11 was other people involved was so I could make --  
12 you know, a better decision looking at this  
13 information.

14 Q. Did you ask any questions at the  
15 meeting, do you remember?

16 A. I don't recall.

17 Q. Okay. In terms of having not made the  
18 decision as to May 27th, what issues were open  
19 issues for you after you attended the meeting?

20 A. I had no idea what my exact wages  
21 would be.

22 Q. Okay.

23 A. I had no idea of -- even though I  
24 was -- we were led to believe we would retain the

1 same position, I didn't know for a fact that that's  
2 what I would -- I would, in fact, have.

3 Q. Okay. Anything else that you  
4 considered to be an open issue?

5 A. I wanted to see more clarification  
6 than what we were given regarding -- you know,  
7 things like medical benefits, dental benefits. I  
8 wanted to see that clarification. Those are just  
9 some examples, I mean.

10 Q. And when you say "clarification," in  
11 terms of just a better understanding as to what  
12 your benefits were going to be or who the provider  
13 was or --

14 A. No. I wanted to see something a  
15 little bit more -- I mean, it's just like I would  
16 go out and look for another job. I wanted to see  
17 something in writing as to what exactly was going  
18 to be there for me.

19 Q. Okay.

20 A. I mean this -- this, what we saw made  
21 me consider, but I wanted to see the final package  
22 before I made my final decision.

23 Q. Okay. With respect to your job offer,  
24 your offer was signed by somebody named Warren?

1 A. Warren Everett.

2 Q. Okay. Who is Warren Everett?

3 A. He was the quality manager at Batavia  
4 at the time.

5 Q. Is he the one that presented you with  
6 the offer?

7 A. He was present, but it was more of --  
8 Greg Exner, E-X-N-E-R.

9 Q. In terms of meetings after May 27th,  
10 did you attend any other meetings regarding the  
11 transition?

12 A. There was -- I -- I can't remember the  
13 date, but there was a meeting that specifically was  
14 set up for the quality department. And I know it  
15 was in -- it was in conference room A or B. I  
16 can't remember which one it was in, but I think it  
17 was A. I can't remember the date, but it was  
18 specifically for the quality department.

19 Q. Do you remember who was there?

20 A. Warren Everett was there; Greg Exner  
21 was there. The current human resource manager and  
22 I can't think of his name right now.

23 Q. Sennish?

24 A. No, before him. He was -- he was --



1 Q. DeShaw?

2 A. No. He was Ford.

3 Q. Mike Warden?

4 A. That's who.

5 Q. Okay.

6 A. Him name slipped my mind.

7 Q. Anybody else?

8 A. From a management side, no, that's  
9 all.

10 Q. Okay. Do you remember what employees  
11 might have been there at that meeting?

12 A. I know Larry Head was there, but  
13 that's the only other person I -- there were more,  
14 but that's the one I can recall.

15 Q. Okay. And what was said by Warren,  
16 for example, at this meeting?

17 A. I don't recall Warren having a whole  
18 lot to say. It was mostly Mike Warden.

19 Q. Okay. And so what did Mike talk  
20 about?

21 A. The one thing -- I can't recall a  
22 whole lot, but the one thing I can recall was we  
23 were told at that meeting that we would be able to  
24 stay at ZF -- at Batavia as Ford employees as long

1 as we wanted.

2 I specifically asked the question, and  
3 I very distinctly remember it. I said, if I was 28  
4 years old and hired in two weeks ago, are you  
5 saying that I would be able to stay here at Batavia  
6 and work as a Ford employee until I reach  
7 retirement age of, say, 60 and the answer was yes.

8 Q. And who answered that?

9 A. Warden.

10 Q. Okay.

11 A. Mike Warden.

12 Q. Do you remember anything else that was  
13 said?

14 A. Not right off the top of my head, I  
15 don't.

16 Q. I guess I'm curious as to the nature  
17 of your question, in terms of why was it important  
18 for you to stay as a Ford employee?

19 A. Well, I -- I had had familiarity  
20 with -- because of the position I was in at one  
21 time with Flat Rock --

22 Q. Okay.

23 A. -- AAI assembly plant. And I knew  
24 that in talking to -- through some of my visits up

1       there, that there were -- when that first became a  
2       joint venture with Mazda and Ford, that all the  
3       employees had to become Mazda employees.

4                   And then subsequently, at some later  
5       time, they reverted back to Ford employees. Some  
6       of them, I guess, that had been Mazda employees  
7       initially became Ford employees. But the few  
8       people I spoke to had been Ford, went to Mazda and  
9       then came back to Ford.

10                   So that's kind of what -- because of  
11       the fact that this had been through the  
12       announcement of a 49 percent Ford, 51 percent ZF,  
13       that's what kind of prompted my question as to --  
14       'cause we were told we could do that. And so  
15       having seen that history at AAI, that's what  
16       prompted my question.

17               Q.     But I gather from that question, then,  
18       that essentially meant you wanted to stay on as a  
19       Ford employee?

20               A.     No, not necessarily. I was open to --  
21       because of the way it was -- the information we had  
22       received, I saw that the CVT had, to my way of  
23       thinking, a great potential. Everything I had read  
24       about it in periodicals, not just ZF's CVT, but the

1 concept of CVT, that potentially it was there that  
2 it could be received in a similar fashion to what  
3 the automatic transmission got with looking at the  
4 standard transmission as its predecessor. There  
5 could be a lot of opportunity.

6 So I was probably leaning more towards  
7 wanting to stay there for that -- that potential  
8 and growth, not only of the facility, but also my  
9 career because of what I saw the potential could  
10 be.

11 And I wanted to understand what -- you  
12 know, because of that movement that took place at  
13 AAI, whether I was going to be exposed to the same  
14 type of movement or not because if I was, then  
15 there was other questions that, of course, I would  
16 have probably asked.

17 Q. All right. Do you remember any other  
18 discussion at this meeting?

19 A. I can't recall specifics.

20 Q. Do you remember any -- any general or  
21 other comments that were made that you relied on in  
22 order to make your decision to come over to ZF  
23 Batavia?

24 A. No, I don't recall it.

1 Q. Maybe you told me. But at this  
2 meeting in relation to the meeting of May 27th and  
3 prior to the time you joined the joint venture,  
4 which was, I think, the 21st, was this meeting in  
5 between those two dates?

6 A. As I can recall, yes.

7 Q. Okay. Any other meetings that you  
8 attended between the 27th and June 21st of that  
9 year?

10 A. I don't recall any, but I can't swear  
11 for certain that there wasn't.

12 Q. Okay. Based on this second meeting,  
13 had you made the decision to come over to the joint  
14 venture?

15 A. No, not at that point in time, I had  
16 not.

17 Q. What were the open issues at that  
18 point in time?

19 A. Again, still I wanted to see the  
20 package, what I was going to get.

21 Q. I guess I'm -- I don't understand that  
22 fully because if you thought things were going to  
23 be the same as they were at Ford, you knew what the  
24 package was.

1           A.     I knew what the package was told to me  
2     verbally, but I had not seen anything in writing  
3     that documented what it was going to be.

4           Q.     Okay.

5           A.     And had been around long enough to  
6     know it's best to have it in writing.

7           Q.     Okay.

8           A.     And that's what I was -- I wanted to  
9     see.

10          Q.     Okay. The -- basically I think what  
11     you're telling me is you didn't -- were unwilling  
12     to rely on what was told to you on the 27th. You  
13     were going to count on your arrangement being put  
14     into writing?

15          A.     That's not totally true.

16          Q.     Okay.

17          A.     What was presented to me on the 27th,  
18     I felt was accurate information. It definitely,  
19     between that and the announcement of the joint  
20     venture and what I had read about CVT, I was very  
21     interested.

22                 But I'm not going to make any decision  
23     because there's been times within my time with  
24     working since I started with Ford where there were

1 verbal things presented to me and then they didn't  
2 happen. So I wanted to see in writing what I was  
3 going to get. I was definitely interested.

4 Q. All right. Did you have any  
5 discussions with anybody between the meeting on the  
6 27th and June 21st of 1999 related to your decision  
7 to transition over to the joint venture?

8 A. May 27th -- I understand the May 27th.  
9 The June --

10 Q. June 21st of 1999 is, I believe, when  
11 you signed your hire letter with ZF Batavia.

12 A. Okay. I was presented and I don't --  
13 I just know it was a one page. It showed the  
14 dollar amount and with that one page was --  
15 attached to it was a copy of the tri-fold.

16 Q. Okay.

17 A. And my -- Greg Exner gave that to me.  
18 He wanted me to sign. And I said I wanted to take  
19 it and review it with my wife. So I didn't sign  
20 the exact same day that he gave it to me, but  
21 within a -- as I recall, it was within a day or two  
22 is when I finally made the decision and signed it.

23 Q. And you made reference to Exhibit 2,  
24 the gray brochure. Did you read that entire

1 document?

2 A. Not in its entirety, no.

3 Q. Well, I thought it was important to  
4 you to have your understanding of the arrangement  
5 in writing?

6 A. That's true.

7 Q. And then --

8 A. And the parts -- the parts that  
9 were -- that I felt were pertinent to me, I read.  
10 Some of them were not pertinent to me; some of them  
11 I may have missed. But I did not read the entire  
12 document, no. I looked -- I looked at the things  
13 that -- the medical, the dental, the wages, that  
14 kind of thing is what I looked at.

15 Q. How could you know a part was not  
16 pertinent to you if you didn't read it?

17 A. Sometimes you can start by perusing  
18 and find out that it's not pertinent just because  
19 it doesn't apply to you.

20 Q. Okay. Which parts didn't apply to  
21 you? Talking again about Exhibit 2.

22 A. Some --

23 Q. And let's talk about this kind of, if  
24 we could, start with -- and I understand it's a



1 tri-fold. So I'm going to call it page 1 of  
2 Exhibit 2, which wouldn't necessarily be page 1 of  
3 that tri-fold.

4 A. And this is --

5 Q. Page 2. That used to be stapled  
6 together.

7 A. Yes.

8 Q. All right. On page 1, what's not  
9 pertinent to you?

10 A. Well, employees immediately eligible  
11 to retire.

12 Q. Okay. So out of that section, what  
13 didn't you read, the whole --

14 A. I don't --

15 Q. -- column or --

16 MR. SIMON: Testify as to what you  
17 recall.

18 A. I don't recall exactly what I did or  
19 didn't read on that section.

20 Q. Okay.

21 A. As in the same thing with section two.

22 Q. Okay.

23 A. You know, there's things I didn't -- I  
24 mean, I'm not interested in maternity. I'm not

1 interested. So I didn't read everything, okay?  
2 Pretty much the first -- if you look at the three  
3 sections, the first two sections and the 401K, and  
4 that's pretty much what I -- what -- I perused some  
5 of it. Some of it I read in great detail because  
6 some of it at the time were not as critical to me  
7 and would not have made or not made my decision.  
8 The things that were critical that would make my  
9 decision, that's what I read in great detail.

10 And those things are like -- you know,  
11 the dental, the medical, the accident, the life  
12 insurance. Tuition reimbursement did not, okay?

13 Q. Okay.

14 A. Ford money market did not. Disability  
15 did. Things like that. That's what I -- so I  
16 didn't read the entire document, no.

17 Q. Okay. Just so that I understand what  
18 was critical to you, I think what you've told me is  
19 what was critical was the dental, the medical --

20 A. No, I -- please don't take what I gave  
21 you as all-encompassing list. If you want that,  
22 then --

23 Q. Let's go through the list.

24 A. Okay. Salary and --

1 Q. Wait a minute. Salary was what,  
2 critical or not critical?

3 A. Critical.

4 Q. So you read all of that?

5 A. Yes.

6 Q. Okay.

7 A. Annual incentive plan.

8 Q. Critical or not?

9 A. Critical. And I'm only reading the  
10 critical ones to you right now.

11 Q. Okay. And I assume if you term them  
12 as critical, that means you read that?

13 A. Yes.

14 Q. Okay.

15 A. Merit increase program.

16 Q. Okay.

17 A. Benefits --

18 Q. Okay.

19 A. -- which includes the medical, the  
20 dental, the medical-dental employee contribution  
21 rates, flexible spending accounts, life insurance,  
22 accident, death and dismemberment, disability,  
23 vacation, holidays, leaves. Pretty much that's it.  
24 Oh, and the 401K savings plan.

1 Q. All right. When you say "leaves," for  
2 example, does that include the subheadings, for  
3 example, funeral?

4 A. Funeral and personal or sick.

5 Q. Didn't care about jury duty?

6 A. No.

7 Q. Maternity?

8 A. No.

9 Q. Military?

10 A. No.

11 Q. Family leave?

12 A. I'm not going to say I didn't care. I  
13 just didn't read it because it was not -- I've  
14 never used that. I've never seen a personal  
15 need -- I'm not criticizing people that would use  
16 it. I just haven't had a personal need to use it,  
17 so --

18 Q. Okay. And what about the language  
19 down in the bottom right-hand corner, see the kind  
20 of two solid black lines?

21 A. Mm-hmm.

22 Q. Did you consider that language  
23 critical?

24 A. I don't recall reading it.

1           Q.     Well, again, I guess I go back to my  
2     question, if you didn't at least, as you said  
3     peruse it, how would you know whether or not it was  
4     critical?

5                     MR. SIMON:  Objection, argumentative.  
6     Go ahead.

7           A.     I just didn't -- don't recall reading  
8     it.

9           Q.     Does that mean that you didn't read it  
10    or you just, as we sit here today, don't recall  
11    that you read it?

12          A.     As best I can recall, I did not read  
13    it.

14          Q.     Well, why don't you take a second  
15    right now and read that for me to yourself and then  
16    we'll talk about it.

17                     Okay.  Having read that, does that  
18    help you remember whether or not you read the  
19    information back when you received the brochure?

20          A.     No.

21          Q.     Okay.  As you read that information,  
22    as you sit here today, would you consider that  
23    critical information?

24                     MR. SIMON:  Objection.  Go ahead.

1           A.     I don't know if I understand your --  
2     totally what you're trying to say or ask there.

3           Q.     Well, you've indicated that certain  
4     information in this brochure is what you considered  
5     critical. And I believe that was your term,  
6     correct?

7           A.     Yes.

8           Q.     With your definition of critical and  
9     having read the information on page 2 at the bottom  
10    right of Exhibit 2, would you consider the  
11    information that you just read to be critical?

12                   MR. SIMON: Objection, irrelevant.

13           A.     I -- since -- since some -- some of  
14    this refers to -- I mean, there -- it refers to the  
15    medical and the dental and that, those things were  
16    critical to me. Whether that statement is or not,  
17    I don't know.

18           Q.     Okay. With respect to the discussions  
19    that you had with your wife regarding your offer of  
20    employment, do you remember what discussions you  
21    had with her?

22           A.     We sat down and talked about the  
23    things that are on this, looked at the wage offer  
24    and that's pretty much what we talked about.

1 Q. Okay. Did you show your wife Exhibit  
2 2?

3 A. Yes.

4 Q. Do you know, did she read it?

5 A. I do not know.

6 Q. At what point in time, then, did you  
7 decide to make the jump to ZF Batavia?

8 A. I can't give you a specific date. I  
9 don't -- I don't know the exact date. With --  
10 probably within a day or so ahead of when I signed.

11 Q. Okay.

12 A. That's just my guess. I don't know  
13 that to be a exact fact.

14 Q. Okay. When you read Exhibit 2, did  
15 you have questions about it?

16 A. Not that I can recall, no.

17 Q. Okay. Then I would assume that you  
18 didn't ask anything about anything that was  
19 contained in Exhibit 2?

20 A. Again, not that I can recall.

21 Q. Okay.

22 A. That goes back a few years and --

23 Q. Sure. With -- at some point in time,  
24 you decided to accept the offer from Batavia,

1 correct?

2 A. That's correct.

3 Q. All right. You signed, you recall, a  
4 offer letter?

5 A. If it's the letter I'm -- I recall  
6 signing, but you have a copy of what you're --

7 Q. Hang on.

8 A. Yes.

9 Q. I've got to get the court reporter to  
10 mark that for us, then I'll give you a copy there.

11 MR. SIMON: 126.

12 A. Yes, do recall signing that.

13 Q. All right. Mr. Stegmann, you have in  
14 front of you number 126, which I think is a copy of  
15 your signed offer letter?

16 A. That is correct.

17 Q. Have you had a chance to review that  
18 document?

19 A. Well, it's been handed to me just now,  
20 so if you want me to review it, yes, I will.

21 Q. Please do so.

22 A. Okay.

23 Q. Is that your signature down there at  
24 the bottom left of that document?



1 A. Yes, it is.

2 Q. And did you read the document before  
3 you signed it?

4 A. Yes, I did.

5 Q. Did you read the entire document or  
6 just critical parts?

7 A. I read the --

8 MR. SIMON: Objection. Go ahead.

9 A. I read the entire document.

10 Q. Okay. And with respect to the entire  
11 document, did you have any questions regarding the  
12 document?

13 A. Not that I can recall.

14 Q. And you hadn't mentioned previously  
15 anything about a -- any discussions with anyone  
16 regarding a transition bonus. I see on document  
17 126 that it has a transition bonus, correct?

18 A. That is correct.

19 Q. Didn't you wonder what that transition  
20 bonus was for?

21 A. At the time this was given to me  
22 and -- and it says -- it says the bonus is designed  
23 to address any monetary differences between Ford  
24 benefits and ZF Batavia's plan.

1 Q. Okay. And you understood that that's  
2 what the transition bonus was for?

3 A. And as I can recall, I don't remember  
4 exactly the time, but I asked and some of that was  
5 to help off -- the way it was explained to me was  
6 to help offset the fact that we're not getting the  
7 A Plan, that that was going to go away and some of  
8 the -- because the retirement, if I can recall, I  
9 won't swear to that, but definitely the A Plan  
10 was -- was mentioned. There was more mentioned,  
11 but I don't recall everything that was mentioned,  
12 but that's what I was explained that bonus was an  
13 offset for.

14 Q. To make up for monetary differences  
15 between your employment at Ford and your employment  
16 at ZF Batavia?

17 A. To make up for the differences on the  
18 A Plan, which I could purchase a vehicle at a lower  
19 cost than -- than I would as a ZF employee, yes.

20 Q. Well, you told me that when you read  
21 the letter and you read the entire letter, you had  
22 no questions about it, right?

23 A. At the time I received the letter,  
24 yes.

1 Q. And I asked you if you asked anybody  
2 any questions about this letter and you told me,  
3 no, that you didn't, right?

4 A. I can't recall that I asked  
5 specifically at the time I received the letter.  
6 The one thing I do recall -- maybe I didn't recall  
7 it -- you know, that I did ask about that and  
8 that's what --

9 Q. Okay.

10 A. -- I was told.

11 Q. Do you remember who you asked?

12 A. I don't recall.

13 Q. Okay. Mr. Stegmann, if you would,  
14 take a moment and take a look through Exhibit 127  
15 for me.

16 A. Okay.

17 Q. Have you ever seen document 127  
18 before?

19 A. Yes.

20 Q. And I see on page 2 of that document,  
21 it appears to have your signature --

22 A. That's correct.

23 Q. -- in three places?

24 A. That's correct.

1 Q. And, in fact, that is your signature?

2 A. Yes, it is.

3 Q. And at the time you signed this  
4 document, had you read the document?

5 A. I don't recall.

6 Q. Do you make it a habit to sign  
7 documents that you don't read?

8 MR. SIMON: Objection, argumentative.  
9 You can answer.

10 A. Not normally, no. But sometimes,  
11 especially when I'm within the company, sometimes I  
12 do.

13 Q. But you don't know whether or not you  
14 read this document --

15 A. I don't recall.

16 Q. -- before you signed it? And you  
17 would acknowledge that it was your application for  
18 employment with ZF Batavia, correct?

19 A. Yes.

20 Q. Would you consider that a rather  
21 important document to read?

22 MR. SIMON: Objection, vague and  
23 ambiguous regarding "important." Go ahead.

24 A. Well, let me put it to you this way.

1 If I'm going to accept employment, I have to fill  
2 this out. I have to sign it. If I don't sign it,  
3 I don't get employed, plain and simple.

4 Q. But you didn't have to accept  
5 employment with ZF Batavia, did you?

6 A. That's correct, I did not.

7 Q. Okay. You could have stayed with Ford  
8 Motor Company?

9 A. That is also correct.

10 Q. All right. We've gotten kind of  
11 afield here. We were talking about -- gosh, I  
12 think it was AIP in relation to issues that you  
13 feel that ZF Batavia has not followed through on.  
14 And I understand that with respect to AIP, that you  
15 believe that individual performance should not  
16 matter with respect to the allocation of your AIP.  
17 Is that a reasonably accurate summary?

18 A. No, I didn't say that.

19 Q. Okay.

20 A. I think what I said was it was never  
21 presented to me that that would be a factor.

22 Q. Okay. Does that mean, then, you find  
23 that an acceptable factor?

24 A. Not under the auspices as it was

1       presented, no, because --

2               Q.     All right.  Certainly nobody ever told  
3       you it wouldn't be considered, did they?

4               A.     No.

5               Q.     Okay.  Are there any other issues with  
6       respect to AIP?

7               A.     Not that I can recall.

8               Q.     Okay.  Well, let's close that one and  
9       talk about overtime.  What are the issues with  
10      respect to overtime?

11              A.     We were told that the overtime would  
12      be paid as it was with Ford and had been paid in  
13      the 23 and a half years I had been with Ford Motor  
14      Company and it would be continued into ZF.

15                      And then some point in time -- and I  
16      can't recall the exact point in time -- I was  
17      informed by my supervisor that I was expected to  
18      work nine hours a day and would not be paid any  
19      overtime for that.

20              Q.     Who was the supervisor that told you  
21      that, was that Exner?

22              A.     Greg Exner, yes.

23              Q.     Okay.  Now, who said that the overtime  
24      would be paid as it was with Ford?

1           A.     That was, as I can recall, presented  
2     at this meeting.

3                   MR. SIMON:   Witness was pointing to  
4     Exhibit 4.

5           A.     Meeting on May 27th.

6           Q.     May 27th, your Exhibit 4.

7           A.     I keep forgetting that she's got to --

8                   MR. SIMON:   It's all right, Mr.  
9     Stegmann.   You don't have to clarify.   It helps.

10          Q.     And as I understand it, as of May  
11     27th, the end of that meeting, you weren't  
12     satisfied with the explanations, at least as of  
13     that date that you were given with respect to  
14     salary and compensation; correct?

15          A.     That's correct.

16          Q.     And I think you told me that one of  
17     the critical issues for you in Exhibit Number 2,  
18     the gray brochure, was the salary, which included  
19     overtime, correct?

20          A.     Yes.

21          Q.     And when I look at Exhibit 2 with  
22     respect to salary, it says authorized overtime will  
23     be paid.   Would you agree with that statement?

24          A.     Yes.

1 Q. And it certainly doesn't say that it  
2 would be paid as it was at Ford, does it?

3 MR. SIMON: Objection. Document  
4 speaks for itself. Go ahead.

5 A. My assumption when I read this, my  
6 understanding was when I read this, this supported  
7 what I'd been told. We'd be paid overtime, just  
8 like we had been at Ford.

9 Q. But the document doesn't say, "Just as  
10 it is at Ford," does it?

11 MR. SIMON: Objection. Document  
12 speaks for itself. Go ahead and answer.

13 A. I'm telling you what I personally  
14 viewed this to be, that that's what that said, that  
15 I would be paid for overtime that was authorized.  
16 Now, if I work, and it has happened where I give --  
17 you know, a half hour, an hour because something  
18 took place that I needed to be there, it was my  
19 decision, okay? When management told me I needed  
20 to be there, that was -- has always been, always  
21 was authorized overtime.

22 Q. Okay. And I gathered yesterday from  
23 one of the folks that we talked with that that kind  
24 of being told that you were going to be there nine



1 hours was a taken as a bit of an affront, in terms  
2 of the operating pattern or however you want to  
3 describe that.

4 But what I didn't understand was that  
5 the whole notion of casual time with respect to  
6 Ford. And by that, I guess what I'm trying to get  
7 to here is, did you have an understanding, in terms  
8 of a notion or concept of casual overtime at Ford?

9 A. No.

10 Q. Do you know what I mean by "casual  
11 time"?

12 A. Time you put in that you don't get  
13 paid for.

14 Q. All right. And when you were at Ford,  
15 did you work casual time?

16 A. Strictly based upon my own decision to  
17 do so, yes.

18 Q. Okay. And if you can -- and let's  
19 talk about, for example, in 1999, but prior to you  
20 joining the joint venture, how did casual time --  
21 how was that reflected in your time sheet or your  
22 working pattern?

23 A. It was documented just -- that has not  
24 changed, as far as my time sheet is concerned.

1       Whether it was Ford or ZF, I documented my starting  
2       time. I documented my quitting time.

3           Q.     Okay. And when we talk about a start  
4       time, is that kind of when you get into the plant  
5       or is that some time period after you get into the  
6       plant and change your shoes or clothes or whatever  
7       you do to get ready for work or --

8           A.     I don't -- I don't change. I mean,  
9       case in point, this morning, I walked into the  
10      plant. I picked up my clipboard. I went out and  
11      there was no -- I mean, I didn't stop for coffee or  
12      nothing. I mean, it was --

13          Q.     Okay.

14          A.     And that's kind of the norm. That's  
15      just the way I was always trained and I've always  
16      been that way.

17          Q.     Okay. The -- so your time sheet  
18      basically reflects pretty much when you get to the  
19      plant and then when you leave?

20          A.     I don't know. Roughly speaking, yes.  
21      In other words, if my timecard says 4:30 in the  
22      morning, which is what time I got there this  
23      morning, I probably arrived at 4:25.

24          Q.     Okay. Yeah, and I'm not mincing

1 minutes here. But what I'm getting to is I've  
2 heard the term before of hand off, that --

3 A. I've not heard that term.

4 Q. Okay. And you're in quality --

5 A. Yes.

6 Q. -- or maintenance?

7 A. Quality.

8 Q. Quality? And what I understood the  
9 term "hand off" to mean, and it's maybe more for  
10 production, is that at the end of your shift for  
11 the guy coming on --

12 A. Oh, the overlap.

13 Q. -- okay? You've got to say, Hey,  
14 here's what's going on. Here's what you've got --

15 A. Now I know what you mean by "hand  
16 off." Yes, I'm -- I'm familiar with -- not  
17 necessarily that term, but when I worked in  
18 production, when I worked in maintenance, yes, we  
19 had to -- where there was certain times that you --  
20 you reviewed, okay, when you had a counterpart on  
21 an off shift that you had to share information.  
22 Somebody -- you know, I can go into specifics, but  
23 I don't know it's germane.

24 Q. Okay.

1                   MR. HUNTER: Will you wait and make  
2                   sure that Mr. Hunter finishes his question before  
3                   you start answering, okay?

4                   THE WITNESS: Okay.

5                   Q.     And what I understand is that that  
6                   hand off or that transition period would certainly  
7                   generally be after the scheduled shift, and that  
8                   that's what I have been explained to me as being  
9                   casual time. You're not familiar with that at all?

10                  A.     In my present position, that does not  
11                  exist.

12                  Q.     Okay. At any position that you held  
13                  at Ford, were you aware of that process?

14                  A.     Not as casual time, no.

15                  Q.     Okay.

16                  A.     I mean, again, we're talking 15  
17                  minutes or less. And, to me, that -- if you want  
18                  to call that casual time, then, yes, there was.  
19                  But it was always 15 minutes or less.        So, to me,  
20                  that -- you know, like I said, 4:30 versus 4:25 or  
21                  4:15 -- you know, I don't --

22                  Q.     Okay. Does your timecard reflect a  
23                  deduction for lunch?

24                  A.     If I was to work -- I don't know if I

1 understand the question, but let me explain how I  
2 document my time.

3 Q. Okay.

4 A. If I start at 4:30 and I'm going to  
5 work nine hours, my timecard will reflect a 4:30  
6 start and nine and a half hours later, reflects my  
7 quit.

8 Q. So that would be to 14:00?

9 A. That's correct. Does that --

10 Q. All right.

11 A. Does that answer your questions or --

12 Q. I think -- well, we're getting closer.  
13 All right. So your timecard would reflect 04:30 to  
14 14:00. And on the salary time statement -- I  
15 shouldn't call it a timecard. On the salary time  
16 statement, then, that would reflect a -- currently  
17 a zero overtime amount; is that right?

18 A. That is correct.

19 Q. All right. Now, when you first joined  
20 the joint venture and if you had a timecard that  
21 showed 4:30 to 14:00, what overtime would you have  
22 put in for?

23 A. One hour.

24 Q. And the company, ZF Batavia, paid that

1 at that time?

2 A. Yes, sir.

3 Q. All right. And then you told me that  
4 at some point in time that changed when the company  
5 made the announcement about the nine-hour workday?

6 A. That's correct.

7 Q. All right. Prior to the announcement  
8 of that change, do you believe you were paid what  
9 you were entitled to be paid, in terms of overtime  
10 compensation by ZF Batavia?

11 A. The best I can recall, I was paid for  
12 the overtime that I worked.

13 Q. And I just want to make sure that no  
14 part of the claim that you have made now against  
15 the company would be for overtime prior to this  
16 nine-hour change that we've been talking about?

17 A. As I -- if I understand your question  
18 correctly, yes --

19 Q. Okay.

20 A. -- that's correct. In other words,  
21 I'm not asking to get paid for an -- additionally  
22 for time that I've already been paid for.

23 Q. Okay. I just -- I want to make sure I  
24 understand because my next question is going to be

1 to you -- related to the interrogatories that you  
2 filled out. And there's a number in there, which I  
3 understand, either in whole or in part, represents  
4 overtime compensation. And I just want to make  
5 sure I understand essentially from when to when --  
6 what time period that number covers.

7 You've indicated in the answers to  
8 interrogatories that you're entitled to \$18,570.  
9 Does that sound right?

10 A. Mm-hmm.

11 Q. All right. And as I understand it,  
12 that number would represent unpaid overtime from  
13 the time that the company announced the nine-hour  
14 change until sometime in May, I think, when you  
15 answered these interrogatories?

16 A. That's correct.

17 Q. Okay. That number seems high, in  
18 terms of it's only one hour a day. Can you -- or  
19 is that every day or tell me how you got there?

20 A. There's quite a few days.

21 Q. Okay.

22 A. And then sometimes that also carried  
23 over into the weekends also, not just through the  
24 week.

1           Q.     Okay. I've heard from some  
2 individuals that they had -- they worked some  
3 scheduled shifts, for which they were paid nothing.  
4 I believe they were weekend shifts. That did not  
5 occur with you?

6           A.     I don't -- I can't swear to that  
7 without going back to look at records. But as I  
8 can recall, no, it did not.

9           Q.     Okay. So, by and large, this really  
10 is just the one hour a day times a -- apparently a  
11 whole lot of days?

12          A.     As I can recall, yes.

13          Q.     Okay. And you made a comment that --  
14 to go back and check records. Do you keep, for  
15 example, copies of your salary time statements,  
16 things like that?

17          A.     Yes, sir.

18          Q.     Okay. Have all of those been turned  
19 over to your attorney?

20          A.     I think I was lacking -- I think there  
21 was one I -- I couldn't get, but yes.

22          Q.     Okay. And so from those salaried time  
23 sheets, I can, in a sense, work back to this  
24 \$18,575 number?



1 A. Yes.

2 Q. Okay. Does that number include the  
3 AIP issue, dollar amount?

4 MR. SIMON: Objection. Doesn't have  
5 the interrogatory in front of him. Go ahead and  
6 answer, if you can.

7 A. Not that I can recall, no.

8 Q. Does it include anything other than  
9 the overtime loss that you were claiming?

10 MR. SIMON: Same objection.

11 A. Not that I can recall.

12 Q. Okay.

13 A. Again, I don't have that document in  
14 front of me to read exactly what it says.

15 Q. I mean, I can give it to you. I've  
16 read it and it's unclear to me. I'm just trying to  
17 understand what your number means. Mr. Simon and I  
18 have had this conversation repeatedly. I just want  
19 to understand the number.

20 MR. SIMON: I don't know how it's not  
21 clear. That represents overtime lost.

22 Q. All right. Any other issues on  
23 overtime?

24 A. Not that I can recall at this time,

1 no.

2 Q. Okay. Bereavement, I think was the  
3 next item that you had listed. What are the issues  
4 with respect to bereavement?

5 A. Personally, I did not have any need --  
6 I've had deaths, but I had -- the amount of days, I  
7 have subsequently been told that that's been  
8 reduced, as far as bereavement is concerned.

9 Q. That doesn't sound like it's a real  
10 critical issue for you?

11 A. By itself, no.

12 Q. Okay. And you've suffered no loss  
13 from that?

14 A. Not that I can recall, no, because  
15 I've had two deaths in my family since I came to ZF  
16 and I've not suffered because the bereavement, as I  
17 understand it to be, was still what it was with  
18 Ford. But if it has been reduced, then -- and I  
19 have in-laws and a father that are still living  
20 and -- you know, if something were to happen to  
21 them, then I would -- I would suffer the impact on  
22 that. And they're all in their eighties. God  
23 hopes they live long, healthy lives.

24 Q. You also mentioned for me the personal

1 time issue.

2 A. Yes.

3 Q. Okay. We talked a little bit about  
4 that, but --

5 A. That was changed from five to three  
6 and now it's back to five again.

7 Q. During that period that it was changed  
8 from five to three, did you suffer any loss or have  
9 the need for the two days of personal time?

10 A. Not that I'm aware of, no.

11 Q. Do you currently know what the  
12 personal time allotment is at Ford?

13 A. No.

14 Q. Do you know what the current  
15 bereavement policy is at Ford?

16 A. No.

17 Q. Current overtime policy at Ford with  
18 respect to nine hours or otherwise?

19 A. My understanding is it hasn't changed,  
20 but I don't know that to be a fact. And when I say  
21 "hasn't changed," it's -- I mean, it hasn't changed  
22 from what it was when I was a Ford employee. Now,  
23 as far as dollar amounts, that may have changed and  
24 I'm not aware of that.

1 Q. Okay. And we've been talking now  
2 about a number of issues and I think I've covered  
3 kind of the laundry list that you gave me up front.

4 But as we discuss this, is there  
5 anything else that comes to mind with respect to  
6 either something we've already talked about or an  
7 issue that we haven't talked about?

8 A. Not that I can recall off the top of  
9 my head.

10 Q. Are you satisfied, for example, with  
11 the merit increases that you have received at ZF  
12 Batavia?

13 A. I do recall something now that you  
14 mention it. We were told and one of the factors  
15 that helped me make my decision was that -- I think  
16 the term would be used that we would be on the  
17 ground floor for CVT.

18 Q. Okay.

19 A. And I have made a couple different  
20 attempts to -- one specifically for a CVT position  
21 and not had that opportunity.

22 Q. If I can interrupt for a second.  
23 Meaning you applied and were turned down or --

24 A. I've applied and I've not -- to my

1 knowledge, I don't know if that position has been  
2 filled yet or not, okay?

3 Q. What position did you apply for?

4 A. There's a quality engineering position  
5 open in CVT.

6 Q. All right. And I kind of interrupted  
7 you there, but --

8 A. And there's been minor instances of --  
9 of situations where I'm not involved with CVT, but  
10 I don't know that that's --

11 Q. You got to help me out. I don't  
12 understand.

13 A. Well, case in point. And this is not  
14 part of the lawsuit. It's just my personal, okay?  
15 I requested to work during shutdown because of the  
16 vacation time. I wanted -- I wanted to take that  
17 time at a different time.

18 I was told then I couldn't work, but  
19 other employees who are -- never been transitional  
20 employees got to work part or all of it. And the  
21 reason I was told was it wasn't meaningful work for  
22 me. And I'm a -- part of my job is I'm a test car  
23 driver.

24 Well, one of the fellows that worked,

1 a large portion of what he did during that -- that  
2 time he worked was drive test cars.

3 Q. Okay.

4 A. And it was CVT test cars. So there  
5 was an opportunity there that I could have been  
6 more involved with learning about CVT, that I was  
7 not given that opportunity.

8 Q. All right. Are you one of the guys  
9 that put the bungee cord on the hood?

10 A. (Witness nodded.)

11 Q. I'll take that as a "yes"?

12 A. That's correct.

13 Q. Okay.

14 A. I hate to --

15 Q. All right.

16 A. If you want to talk about that without  
17 the stenographer, I'll be glad to talk to you.

18 MR. SIMON: All right. I think we're  
19 into an area that's not relevant to the lawsuit.

20 THE WITNESS: Yeah, I'm sorry.

21 MR. HUNTER: That kills me. I'm  
22 sorry, Mr. Stegmann.

23 Q. Any other issues, Mr. Stegmann?

24 A. No.

1           Q.     Okay.  Other than the issues that you  
2     raised today, it sounds, then, that you would agree  
3     with me that ZF Batavia has lived up to the  
4     expectations that you had when you joined the joint  
5     venture?

6           A.     No.

7           Q.     Okay.  Well, what other issues are  
8     there?

9           A.     Well, I mean, other than those  
10    issues --

11          Q.     Okay.

12          A.     -- those issues are the ones that I  
13    can recall that they have not, in my opinion, lived  
14    up to.

15          Q.     Okay.  With respect to your timecards,  
16    we talked about this a little bit ago.  You've  
17    indicated that your loss is attributed to overtime  
18    compensation.  Can I take from that, then, that you  
19    have always received your base salary?

20          A.     Yes.

21          Q.     Okay.  And certainly nobody has ever  
22    come up to you and said, Jeez, Mr. Stegmann, we've  
23    got an issue with your salary time statements and  
24    the card readers and we're going to deduct

1 something from your paycheck?

2 A. The only thing that happened was there  
3 was one day that I apparently took more than was  
4 allotted for personal time. And they brought it to  
5 my attention, which I did not realize it happened.  
6 They said, do you want to take -- I forget.  
7 Vacation day or a dock in pay and I said go ahead  
8 and dock me.

9 Q. Okay.

10 A. I'm only mentioning that -- it's not  
11 an issue for me, but I'm mentioning it because of  
12 your question, I mean. But as far as docked for --  
13 are you asking whether I've been docked because of  
14 my card reader?

15 Q. Yeah.

16 A. No, never.

17 Q. And certainly never been approached  
18 about that or anything like that?

19 A. Only that I was instructed that I  
20 must, of course, ring in to get through the gate  
21 and I must ring out when I go out.

22 Q. Okay.

23 A. And that was explained because it was  
24 the free -- I forget the exact term, effectively



1 free trade zone that we're in and that's the  
2 reason, although I don't understand why we as  
3 salary have to do that and the hourly don't, but --

4 Q. I've heard that issue.

5 A. I'm abiding by those -- those  
6 requirements simply because it's no big issue to  
7 ring out when you go out the gate.

8 Q. Okay. Are you aware of anyone that  
9 has ever had their ring reports or card reports  
10 compared against their salaried time statement and  
11 been challenged on those things?

12 A. I'm personally not aware of anyone  
13 that I know that has had that done.

14 Q. I gather when you say "personally,"  
15 where you may have heard something otherwise?

16 A. I've heard talk that that's happened,  
17 but I -- again, to use the legal -- I guess the  
18 legal term, that's hearsay, you know, and I don't  
19 know that to be a fact.

20 Q. Okay. What have you heard?

21 A. I heard that there was at least one  
22 instance where somebody -- they monitored his time  
23 statement versus his ring in, ring out and he was  
24 docked time. And I don't even know how much he was

1       docked.

2               Q.     Do you remember the guy's name -- the  
3       gentleman's name?

4               A.     No, just floor rumor, so to speak.

5               MR. HUNTER:   I think at this point, I  
6       can turn this over to Mr. VanWay.

7               MR. VANWAY:   Take a quick break.

8               (Off the record:   9:45 a.m. - 10:14 a.m.)

9                               EXAMINATION

10       BY MR. VANWAY:

11              Q.     Mr. Stegmann, I know we met earlier  
12       this morning.   My name's Jeff VanWay.   I represent  
13       Ford in this case.   We've got a few questions for  
14       you this morning.   And I'll try not to repeat the  
15       questions Mr. Hunter has asked and try and move  
16       through this as quickly as we can.

17              The entire time you were with Ford,  
18       you were a salaried employee, right?

19              A.     That is correct.

20              Q.     Never in the UAW?

21              A.     That is also correct.

22              Q.     As a salaried employee with Ford, you  
23       didn't have any sort of employment contract with  
24       the company, did you?

1 A. None that I can recall.

2 Q. Okay. You didn't have --

3 A. I mean, I don't -- when you go back to  
4 '76, we're talking quite a few years ago. So if  
5 there was one, I'm not aware of it.

6 Q. Okay. But you don't remember there  
7 being any specific agreement that set forth what  
8 your salary was going to be, for example?

9 A. I don't recall. I honestly can't say.

10 Q. As you understood it, the company had  
11 the discretion to change your salary according  
12 to -- as they saw fit; is that a fair  
13 characterization?

14 A. It always went up, but I don't ever  
15 recall anything saying that they could or would  
16 lower it. I don't know.

17 Q. Okay. And with regard to your  
18 benefits while you were with Ford, those changed  
19 from time to time, didn't they?

20 A. Yes.

21 Q. You didn't have any sort of agreement  
22 with Ford that said they couldn't change your  
23 benefits?

24 A. By "benefits," explain what you -- I

1       guess when I said "yes," to that, when you said  
2       "benefits," I assume you're referring to medical,  
3       dental, those kind of benefits or are you referring  
4       to other type of benefits?

5               Q.     Well, that's a fair point. Why don't  
6       we get an understanding as to what "benefits" means  
7       to you?

8               A.     Yes.

9               Q.     What's "benefits" mean to you, sir?

10              A.     Benefits, to me, would be things like  
11      eyeglass coverage -- and I'm referring to now while  
12      I was at Ford --

13              Q.     Right.

14              A.     -- okay? Eyeglass coverage, medical,  
15      dental, under the medical, long and short term  
16      health care, my retirement. Those were, to me, and  
17      I'm -- I don't mean that to be all encompassing,  
18      but those are the things that come to mind --

19              Q.     Okay.

20              A.     -- first and foremost. And those  
21      things --

22              Q.     Was it your understanding that those  
23      things were subject to change while you were with  
24      Ford?

1 A. Yes.

2 Q. Okay. What about things such as  
3 profit sharing, is that -- you didn't mention  
4 profit sharing, did you?

5 A. That --

6 Q. Is that a benefit as well?

7 A. I -- I don't know if you could  
8 consider it a -- I guess a benefit. Depends upon  
9 the term you want to use, but what is your  
10 question?

11 Q. Well, you received profit sharing  
12 while you were with Ford, right?

13 A. Yes.

14 Q. And you didn't receive it every year,  
15 though, did you? Weren't there some years where  
16 Ford didn't pay any profit sharing at all?

17 A. I don't recall. That may be true. I  
18 just don't recall.

19 Q. Was it your understanding that the  
20 company was obligated to pay you profit sharing  
21 every year?

22 A. No.

23 Q. And that was up to the company's  
24 discretion as to whether they paid profit sharing

1 or not, correct?

2 A. Yes.

3 Q. Okay.

4 A. I believe the -- there was a  
5 contractual thing with the UAW regarding profit  
6 sharing, though.

7 Q. Okay.

8 A. And we would receive comparable to  
9 whatever the UAW received.

10 Q. But they had a contract and you didn't  
11 with regard to profit sharing?

12 A. Yes. That was mentioned in their --  
13 their agreement, their contractual agreement, yes.

14 Q. You didn't mention vacation as a  
15 benefit. You received vacation time while you were  
16 with Ford, didn't you?

17 A. Yes.

18 Q. And was it your understanding that  
19 that was subject to change if the company, for  
20 example, put in a new vacation policy, then your  
21 vacation would change, wouldn't it?

22 A. I just don't have -- I never thought  
23 about that. I'm not going to say either way. I  
24 just never thought about it. It always increased.

1 It never changed during the 23 and a half years I  
2 was there, as far as vacation.

3 Sometimes we'd get additional days  
4 because of things that happened with the UAW and  
5 whatnot. But as far as vacation, that -- that  
6 program, to my recollection, never changed.

7 Q. Now, you were with Ford a long time,  
8 all the way back to '76?

9 A. That's correct.

10 Q. While you were with Ford, do you ever  
11 remember there being a time where Ford canceled  
12 some vacation days around, say, 1981, 1982 time  
13 frame? Do you recall that happening?

14 A. No.

15 Q. My understanding is that around that  
16 time frame, '81, '82, the company was doing some  
17 financial cutbacks and one of the things they did  
18 was towards the end of the year, they canceled a  
19 number of vacation days. You don't remember that?

20 A. I don't ever recall that happening.

21 Q. Okay. Overtime. You received  
22 overtime pay when you were with Ford?

23 A. That's correct.

24 Q. Did the company's overtime policy ever

1 change while you were with Ford that you can  
2 recall?

3 A. Not that I can recall, never.

4 Q. Did the over --

5 A. The --

6 Q. Go ahead.

7 A. It changed from the standpoint that  
8 once I reached a certain amount, then I worked off  
9 of a flat rate versus time and a half and/or double  
10 time, but -- but that's -- I mean, that wasn't a  
11 change. It just -- as I grew into that because of  
12 my base pay.

13 Q. Was there a time when the company  
14 stopped paying overtime?

15 A. Not that I'm aware of --

16 Q. Go ahead.

17 A. -- for authorized overtime. In other  
18 words, if I put in -- if I was to have put in  
19 casual, then I didn't get paid for it, period,  
20 okay? But if they expected me to work and  
21 scheduled me to work, then I always got paid, that  
22 I can recall.

23 Q. With regard to casual overtime, I know  
24 you listed all the different jobs you held with



1 Ford, which were quite -- quite a few. Some of  
2 those jobs were production supervisor jobs, as I  
3 recall.

4 As a production supervisor, weren't  
5 you required to get to the plant a certain amount  
6 of time before the actual start of your shift?

7 A. Not required, no. I did, but I was  
8 not required.

9 Q. Your boss never told you you've got to  
10 be here 15 minutes beforehand to do a hand off or  
11 to get the lineup or anything like that?

12 A. No. I did that, but I was never  
13 informed that that was expected of me.

14 Q. Okay. Mr. Stegmann, you've got in  
15 front of you what has been marked as Exhibit 128.  
16 And it appears actually that there may be a couple  
17 of different documents that were copied on one. I  
18 want to focus on the bottom part here where it says  
19 "Employment Agreement" and then there are several  
20 paragraphs under that. And there appears to be  
21 your signature?

22 A. Mm-hmm.

23 Q. Is that, in fact, your signature that  
24 appears on the bottom left?

1 A. Certainly appears to be, yes.

2 Q. And I'll submit to you, Mr. Stegmann,  
3 this is a document that was produced in this case  
4 by Ford as a part of your salaried personnel file  
5 from the time you worked with Ford. Do you  
6 remember signing this document while you worked at  
7 Ford?

8 A. No, I don't.

9 Q. Okay. Do you have any reason to  
10 dispute that this is a document that you indeed did  
11 sign while you worked for Ford?

12 A. No.

13 Q. Okay.

14 A. Now, if there is --

15 MR. SIMON: He's done with that  
16 document.

17 A. Okay. If there's -- if this is -- in  
18 other words, I signed this pursuant to this.

19 Q. You're referring to the "Employment  
20 Agreement" part?

21 A. Whether in fact -- whether in fact  
22 this is additional pages that were combined into  
23 one, then I -- I can't say, you know. You know  
24 what I'm trying to say, in other words?

1 Q. No, I understand. Let me just make  
2 sure that's clear on the record. The part that  
3 says "Employment Agreement," you definitely signed  
4 that part?

5 A. That is -- appears to be my signature,  
6 yes.

7 Q. Okay. Great. Now, Mr. Stegmann, I'll  
8 have to apologize because I've sat through a number  
9 of these depositions here of late and I may have  
10 got some stuff confused.

11 But I want to go back to your  
12 testimony about the meeting that you had that was  
13 just for the folks in quality --

14 A. Mm-hmm.

15 Q. -- where you said Mike Warden was  
16 present.

17 A. Yes, sir.

18 Q. And that was after the May 27th  
19 meeting or it was before?

20 A. As best I can recall, it was after.

21 Q. Okay. So it was between the May 27th  
22 meeting and the time that you accepted employment  
23 with ZF Batavia?

24 A. That is correct.

1           Q.     And during that meeting, Mr. Warden  
2     said that if you wanted to stay at Batavia as a  
3     Ford employee, you could did that as long as you  
4     wanted to?

5           A.     That is also correct. Specifically --  
6     and I'll repeat what I had said. I asked the  
7     question, if I was a 28-year-old man who had hired  
8     in two weeks ago and I wanted to stay at Z -- at  
9     Batavia, at that facility as a Ford employee until  
10    the day I was eligible to retire, would I be able  
11    to do that and he said yes.

12          Q.     I take it, then, that you didn't want  
13    to stay at Batavia as a Ford employee?

14          A.     At that point in time, I had not made  
15    a decision either way as to what I wanted to do, if  
16    I understand --

17          Q.     Well, you eventually accepted  
18    employment to stay at Batavia, but as a ZF Batavia  
19    employee, not a Ford employee, correct?

20          A.     That's correct.

21          Q.     Were you ever made -- other than this  
22    conversation with Mr. Warden, were you ever made an  
23    offer to continue working at the Batavia plant as a  
24    Ford employee?

1           A.     Other than this particular  
2 conversation, no.

3           Q.     Why did you decide to leave Ford and  
4 go to ZF Batavia?

5           A.     Because of the opportunity that I felt  
6 like I explained in my previous testimony, the  
7 opportunity of the CVT. I felt that this could be  
8 a move into the future and I felt there was a good  
9 opportunity there and potentially an opportunity  
10 for advancement.

11          Q.     If you had stayed at Batavia as a Ford  
12 employee, would you still have had an opportunity  
13 to work CVT?

14          A.     I don't know 'cause that question, I  
15 didn't pose. And other than that, that one  
16 specific conversation, I don't know.

17          Q.     Okay.

18          A.     I can say this. We still have Ford  
19 employees at Batavia.

20          Q.     Salaried employees?

21          A.     Yes, sir.

22          Q.     And are those engineers?

23          A.     One works in maintenance; one's an  
24 engineer and one is -- I don't know the exact term.

1 I think it's referred to as a business operations  
2 manager. Rob Kurtz is his name. This is my  
3 understanding these are Ford employees. Mike  
4 Conners, he's in maintenance. George Barry, he's  
5 an engineer.

6 Q. But you decided that the opportunity  
7 with -- to be a ZF Batavia employee was better than  
8 the opportunity to stay as a Ford employee?

9 A. If I had had the opportunity  
10 potentially to stay as a Ford employee, I may or  
11 may not have made that decision. I don't know. I  
12 can't say for certain.

13 Q. I'm getting confused.

14 A. I was not given a choice.  
15 Subsequently I was told that we either had to  
16 switch to ZF or relocate to a different Ford  
17 facility.

18 Q. Okay.

19 A. We could not stay there.

20 Q. That's the piece I'm missing, then,  
21 when you were told that. It was obviously --

22 A. After --

23 Q. -- sometime after this meeting.

24 A. After that meeting, but before I

1 signed my acceptance of the offer. And I can't  
2 give you an exact date because I just don't  
3 remember.

4 Q. Okay. Do you remember who told you  
5 that?

6 A. No, I don't.

7 Q. Was it Mr. Warden, again, do you know?

8 A. I honestly don't remember.

9 Q. Was it in writing or was it verbal?

10 A. Verbal.

11 Q. Was it in a one-on-one meeting?

12 A. I want to say not, but I can't swear  
13 to that. I don't know. I just don't remember.

14 Q. Did you explore any opportunities at  
15 other Ford locations?

16 A. I was not -- I was instructed that I  
17 was not allowed to do that.

18 Q. And who instructed you as to that?

19 A. Again, this came out of human  
20 resources, but I can't remember who. I think  
21 Mr. Warden and we were told specifically that --  
22 for instance, if I knew someone at Sharonville  
23 where there might be a position open, I could not  
24 directly contact him.

1                   I had to go through -- tell human  
2   resources what positions I would be interested in  
3   and they were -- would pursue within Ford Motor  
4   Company to find out and help me fill that position,  
5   if, in fact, I wanted to stay with Ford. That's  
6   the way it was presented to us.

7           Q.     I understand. And did you do that?  
8   Did you contact human resources about other Ford --

9           A.     No --

10          Q.     -- positions?

11          A.     -- I did not.

12          Q.     And why is that?

13          A.     Well --

14          Q.     Again, back to because you thought the  
15   ZF Batavia opportunity was a better opportunity?

16          A.     It was the opportunity that I wanted  
17   to take and I thought there was a potential --  
18   greater potential for my growth --

19          Q.     Okay.

20          A.     -- by staying there.

21          Q.     Now, I believe you testified that  
22   after the May 27th meeting, you still wanted to see  
23   the package, you still wanted to see things in  
24   writing?



1           A.     That's correct.

2           Q.     Within a day or two, though, you got  
3 things in writing, right? You got a copy of  
4 Exhibit 4?

5           A.     It was the same thing as what was  
6 presented at that -- at that meeting on May 27th.  
7 It's a -- it's a -- basically they took the -- as I  
8 understand it, they -- and, again, this is speaking  
9 with Cindy Kries, who's the one who put on the  
10 slide presentations. They made copies of the  
11 slides and that's what we received. And that's  
12 what Exhibit 4 is.

13          Q.     Correct. And did you want something  
14 more in writing, something additional than Exhibit  
15 4?

16          A.     I wanted to see what was being offered  
17 to me specifically. In other words, I couldn't  
18 make a decision based upon this package 'cause I  
19 didn't know what exactly my wages were going to be  
20 or anything else. So I just used wages as one  
21 example.

22          Q.     Sure.

23          A.     So I wanted to see that formal offer  
24 in writing.

1 Q. You knew generally, didn't you, that  
2 your salary was going to be about the same as it  
3 had been while you were at Ford?

4 A. This is a very minor point, but in  
5 reality when I first received my offer, my wages  
6 went down \$5 a year. I mentioned it to Mr. Everett  
7 and they corrected that error. But the point I'm  
8 making is -- in other words, it actually did drop  
9 \$5 a year.

10 Q. But that got corrected?

11 A. Yes, sir.

12 Q. Okay. You mentioned that one of the  
13 things that was critical to your decision was  
14 holidays. I didn't -- I didn't see anything in  
15 Exhibit 4 that said anything about holidays.

16 Where did you get your information?  
17 Was it from Exhibit 2 as to what holidays were  
18 going to be?

19 A. Yes.

20 Q. Okay. And Exhibit 2, the only thing  
21 it says about holidays is that they'll be  
22 consistent with ZF Batavia hourly employees.

23 Now, at the time you accepted your  
24 employment in June of '99, were there any ZF

1 Batavia hourly employees at that point?

2 A. No.

3 Q. So did you know what that meant? Did  
4 you know what the paid holidays for the ZF Batavia  
5 hourly employees --

6 A. Since that's a --

7 Q. -- were going to be?

8 A. Since that's a contractual item, no, I  
9 did not.

10 Q. Okay. And I take it, then, you  
11 understood that it was going to be whatever they  
12 negotiated?

13 A. Whatever the contract stated, then,  
14 yes, that's what it would be.

15 Q. And I take also you knew then that  
16 that would be subject to change if there were  
17 changes made in the contract that was negotiated by  
18 these hourly employees?

19 A. Yes.

20 MR. SIMON: Objection. Objection.  
21 Calls for a legal conclusion.

22 Q. Now, with regard to overtime, I  
23 believe your testimony was that you got the  
24 impression that it would be paid as it had been at

1 Ford. Did someone specifically say that to you?

2 A. I honestly don't recall.

3 Q. Was --

4 A. I don't recall it being spoken to me.

5 Q. Okay. Was there something in Exhibit  
6 4 that you relied on for that assumption?

7 A. Again, I -- I don't recall.

8 Q. Well, if you look in Exhibit 4, the  
9 only page I see that addresses overtime is Bates  
10 stamped page 6.

11 A. Yes.

12 Q. And is that page 6 what you relied on  
13 for your assumption that it was going to be paid  
14 like it had been at Ford?

15 A. That was part of it. The other part  
16 was -- is that, again, they didn't -- it wasn't as  
17 specific, but that it was the benefits are the  
18 same. The -- and I don't mean the benefits under  
19 the context of what we described earlier. I mean  
20 that -- you know, the wages are going to be  
21 comparable; overtime is going to be comparable.  
22 And this did reiterate that at that point in time.

23 Q. And who is it that said overtime was  
24 going to be comparable?

1           A.     I don't remember. I honestly don't  
2 remember.

3           Q.     Was it someone at this May 27th  
4 meeting?

5           A.     Yes.

6           Q.     And did that person specifically talk  
7 about overtime?

8           A.     Well, it's shown here as one of the  
9 slides that was put up on the screen.

10          Q.     Right. I mean, do you remember them  
11 discussing anything other than what's shown on this  
12 slide, page 6 of Exhibit 4?

13          A.     Other than the fact that it was  
14 comparable to what Ford had at the time.

15          Q.     Okay. At the time?

16          A.     Yes.

17          Q.     Were there any other discussions about  
18 overtime at that meeting that you can recall?

19          A.     Not that I can recall.

20          Q.     Since ZF Batavia put the nine-hour  
21 rule in effect, have you every day worked nine  
22 hours?

23          A.     Excuse me. Except in circumstances  
24 where I was -- because of doctor's appointments or

1 things such as that, yes, I have. I've tried to  
2 schedule my doctor's appointments around that, but  
3 sometimes that's not possible. And so, depending  
4 upon the circumstances, I work less than nine.

5 Q. And, again, other than if it's a  
6 doctor's appointment, are there any other  
7 circumstances where you wouldn't work the full nine  
8 hours?

9 A. Not that I'm aware of, no.

10 Q. When you have a doctor's appointment,  
11 is that something you have to clear through your  
12 supervisor?

13 A. Make him aware that I -- I have a  
14 doctor's appointment or I have a reason that I'm  
15 not going to be working the nine hours, yes.

16 Q. And how's that, the time that you miss  
17 for a doctor's appointment, how is that accounted  
18 for? Is it deducted from your sick days?

19 A. Well, it depends on the -- depends on  
20 the circumstances. If I had worked eight hours  
21 instead of the ninth hour, then there's no  
22 deduction and it just reflects eight hours.

23 If I, for instance, was to work six  
24 hours, then I would document the starting time,

1 document the quitting time and show two hours as  
2 personal business -- you know, illness, whatever  
3 the case may be.

4 Q. And would those two hours, then, be  
5 deducted from your personal or sick day allotment,  
6 if you know?

7 A. I don't know. I honestly don't know.

8 Q. On those occasions, then, where you've  
9 already worked eight hours, I think you said  
10 there's no deduction made?

11 A. That's correct.

12 Q. Have you ever been disciplined or  
13 reprimanded or anything like that for not working  
14 the full nine hours?

15 A. In writing, no; verbally, yes.

16 Q. Tell me -- tell me about that.

17 A. I have been told specifically that if  
18 there's certain events that take place associated  
19 with quality, that I've left too early.

20 Q. Your boss has told you that?

21 A. Yes.

22 Q. Is that on occasions where you left  
23 for a doctor's appointment?

24 A. Sometimes, yes. And that's --

1 sometimes I've left after nine hours and had to go  
2 to a doctor's appointment because I scheduled it in  
3 advance and scheduled it around that nine-hour  
4 schedule. And then comes time, something happens  
5 towards the end of the day and -- because somebody  
6 else, per se -- you know, I alerted people. I let  
7 them know what was going on, but because I didn't  
8 stay and oversee all of that, then I got verbally  
9 reprimanded.

10 Q. By "verbally reprimanded," what do you  
11 mean? You were told that next time you need to  
12 be --

13 A. You shouldn't be leaving if you still  
14 got -- if there's still things hanging.

15 Q. Okay. Didn't affect your pay in any  
16 way?

17 A. No, no, not directly. Whether it  
18 might have as far as any merit increases, I can't  
19 say.

20 Q. Well, has anyone told you that it  
21 affected your merit increase?

22 A. Merit increases are affected by your  
23 performance review and performance reviews can be  
24 affected by that.



1 Q. I understand that they can be, but I'm  
2 asking, were you ever told that, in fact, it did  
3 affect your performance review --

4 A. I don't recall.

5 Q. -- affect your merit?

6 A. I don't recall.

7 Q. Okay. Now, and this nine-hour rule, I  
8 take it, is something that didn't exist at Ford?

9 A. That is correct.

10 Q. Had you known prior to the time that  
11 you accepted employment with ZF Batavia, had you  
12 known that there was going to be this nine-hour  
13 rule put into effect, would you still have accepted  
14 the job with ZF Batavia?

15 A. I don't know that I can safely say --  
16 and I don't know that that's necessarily -- I don't  
17 mean to be confrontive or anything, but I don't  
18 know that that's the point because I accepted it  
19 based upon what I knew it to be.

20 Q. No, I understand that. I'm just  
21 asking, to the extent that you know, was that a  
22 critical part of your decision making? In other  
23 words --

24 A. It was one of them. It was not all of

1     it. And I don't -- I can't tell you what  
2     percentage 'cause I just haven't thought about what  
3     percentage that is. But it did -- it did -- it was  
4     a factor. The fact that there was -- I was going  
5     to get paid overtime. My understanding was that  
6     that was what was going to happen.

7           Q.     When you were with Ford, did you  
8     typically work more than eight hours?

9           A.     Sometimes. It depends on the  
10    position.

11          Q.     Well -- right.

12          A.     You can see the number of positions I  
13    was in.

14          Q.     Let's focus on the last year you were  
15    with Ford, 1999.

16          A.     Yes.

17          Q.     Did you work overtime that year?

18          A.     As I can recall, yes. But I can't --  
19    again, I'd have to look at my records to be a  
20    hundred percent sure.

21          Q.     Sure. I understand that.

22          A.     But if you were to say in the past,  
23    last two or three years within Ford, I think I can  
24    unequivocally state there, yes, I did.

1           Q.     Do you have a sense for comparing the  
2     amount of overtime you've worked since you've been  
3     with ZF Batavia to the amount of overtime that you  
4     worked, say, that last year you were with Ford,  
5     have you worked more overtime with ZF Batavia or  
6     less?

7           A.     I -- I honestly can't give you a true  
8     answer. I'd have to look at my records to say for  
9     sure.

10          Q.     I mean, do you have a general sense,  
11     are your days longer now than they used to be that  
12     last year, 1999?

13          A.     Yes, especially with the nine-hour  
14     rule because a lot of my overtime was more  
15     sporadic. It wasn't something that -- you know,  
16     right now I am in more of an overtime situation.  
17     When I say "right now," I mean since the past two  
18     weeks, effectively. But normally I was not always  
19     in a nine-hour schedule.

20                 I -- I personally would rather not  
21     work overtime. I personally would rather put in my  
22     eight hours, do my job and do a job to the best of  
23     my ability to where I can get my job done in eight  
24     hours so I don't have to work overtime. I got five

1 grandbabies. I want to spend time with them.

2 Q. I understand. With respect to your  
3 compensation, since the time you left Ford, it's  
4 gone up every year at ZF Batavia, hasn't it? Your  
5 salary has gone up every year, hasn't it?

6 A. I can't swear to that. There may have  
7 been one year where it didn't.

8 Q. Today you make more than you did back  
9 in 1999?

10 A. That is correct.

11 Q. The bereavement leave policy, what you  
12 understood about bereavement leave when you  
13 accepted employment with ZF Batavia, was that a  
14 critical part of your decision making?

15 A. Define "critical."

16 Q. Well, it's a word you've used earlier.

17 A. If it didn't -- if it -- if they had  
18 said instead of five, you get three, is that what  
19 you're saying to me?

20 Q. That's a fine example of what you  
21 said.

22 A. Would I have turned the job down?

23 Q. Yes, sir.

24 A. No --

1 Q. Okay.

2 A. -- not for that purpose alone --

3 Q. Okay.

4 A. -- no.

5 Q. What about with respect to personal  
6 days, if they had told you with respect to personal  
7 days that instead of five, you're only going to get  
8 three for one year and then it --

9 A. If they had said that --

10 Q. -- went back to five?

11 A. If they had said that, that by itself,  
12 no.

13 Q. Okay.

14 A. But the point is, that's not what was  
15 communicated.

16 Q. I understand that. I understand.  
17 Now, is it your claim in this case, Mr. Stegmann,  
18 that your benefits are required to always keep pace  
19 with whatever Ford might do from this day forward?  
20 Is that what your claim is, or is it that your  
21 benefits are supposed to be what they were back in  
22 1999?

23 A. I don't know if I understand exactly  
24 your question there.

1 Q. Okay. Well, let me try.

2 A. Can you put it a little different way?

3 Q. Sure, absolutely. You have said that  
4 your assumption was that things were going to be  
5 essentially comparable to like they had been at  
6 Ford when you made the change over to ZF Batavia.  
7 Is that a fair paraphrase?

8 A. Yes.

9 Q. Okay. I'm not sure what you mean by  
10 that. Do you mean that as of what things were like  
11 in 1999, that's what they were going to be like  
12 when you started over at ZF Batavia? Is that what  
13 your assumption was?

14 A. Yes.

15 Q. Okay. Did you have any assumption as  
16 to what things would be like down the road at ZF  
17 Batavia, three years out, five years out, et  
18 cetera?

19 A. Specifically -- specifically when you  
20 were referring to -- what are you referring to?

21 Q. Benefits. We'll start with benefits.  
22 Did you have any understanding as to what the  
23 benefits were going to be three years down the  
24 road?

1           A.     Medical, dental, is that what you're  
2     referring to when you say "benefits"?

3           Q.     Well --

4           A.     That's what we had originally  
5     determined benefits to be.

6           Q.     That's -- that's what you had said  
7     benefits --

8           A.     Yeah.

9           Q.     Let me focus it this way. In terms of  
10    the -- all the things listed on Exhibit 2, did you  
11    have any -- what was your assumption, if you had  
12    one, as to what those things would be like three  
13    years down the road?

14          A.     My assumption would be that my salary  
15    would go up, just because of merit increases and  
16    whatnot, that I would continue to be paid overtime  
17    for any authorized overtime. And when I say  
18    authorized, I mean where the company is requiring  
19    me to be there, okay?

20          Q.     No, I understand.

21          A.     That -- I mean, some things could  
22    change.

23          Q.     What did you believe could change?

24          A.     The medical part possibly could change

1 because of health care benefits.

2 Q. Anything else that you believed could  
3 change?

4 A. No, except like we talked about with  
5 the holidays. We had mentioned -- you know, that  
6 was a contractual thing, based upon the contract  
7 with -- with the hourly people.

8 Q. So you believed, then, that other than  
9 the medical and holidays, everything else would be  
10 exactly the same as it was when you made the  
11 transition?

12 A. You mean exactly today or exactly when  
13 I made the transition?

14 Q. Well --

15 A. You mean it would never change? Is  
16 that what you're saying?

17 Q. Let me back it up. When you made the  
18 transition, your understanding was it would be  
19 exactly the same as it was when you left Ford,  
20 correct?

21 A. Yes.

22 Q. Okay. Did you have an understanding,  
23 then, as to what it would be like three years down  
24 the road?



1 A. No.

2 Q. Did you believe that it could change?

3 A. The medical, I believed could change.

4 Q. But other than that, you didn't  
5 believe anything else could change?

6 A. No.

7 Q. And on what did you base that belief  
8 that nothing else could change?

9 A. Based on what I had read, that I felt  
10 this contract was stating.

11 Q. Okay. Based on the parts of Exhibit 2  
12 that you read?

13 A. Yes, except like I said previously  
14 those holidays.

15 Q. No, I understand. And I've read  
16 Exhibit 2 a number of --

17 A. I don't want to say one thing now and  
18 a different thing --

19 Q. I understand.

20 A. I want to make sure I'm saying the  
21 same thing.

22 Q. I understand and I appreciate that.  
23 I've read Exhibit 2 a number of times. Is there  
24 anything that you recall in Exhibit 2 that said

1 things other than medical and holidays could not  
2 change? Is there something in Exhibit 2 that you  
3 read that caused you to believe that all those  
4 other things could not change?

5 MR. SIMON: Objection. The document  
6 speaks for itself. You can answer.

7 A. I want to say no, but there's a caveat  
8 that goes with that. This was presented to me with  
9 the written offer to me. Those are two -- one and  
10 the same documents. This was a -- to me, was a --  
11 to me, my perception, this was a contract,  
12 therefore, except for the two items I mentioned  
13 when I perused it, when I read it, I didn't feel  
14 that anything else would change --

15 Q. Okay. And as you look --

16 A. -- because I viewed this as a  
17 contract.

18 Q. I understand. As you look at Exhibit  
19 126, then, which is your offer letter --

20 A. This one here?

21 Q. Yes, sir. You just referenced that in  
22 kind of referring to Exhibit 2 and Exhibit 126  
23 together. Was there anything in Exhibit 126 that  
24 you read that caused you to believe things could

1 not change, again, other than the medical or the  
2 holidays?

3 A. No.

4 Q. Okay. With respect to the CVT -- and  
5 you testified about your belief that there were  
6 going to be opportunities in CVT. Did anyone ever  
7 communicate to you that you would get a specific  
8 opportunity in CVT? In other words, did they  
9 promise you a certain job in CVT?

10 A. No.

11 Q. Did they ever tell you when it was  
12 that you'd get an opportunity in CVT?

13 A. No.

14 Q. Give you a specific date?

15 A. No.

16 Q. It was just your understanding that  
17 sometime in the future, you'd get an opportunity in  
18 CVT?

19 A. Yes.

20 Q. And so far, that has yet to happen?

21 A. That is correct.

22 Q. Okay. Now, with respect to the  
23 different promises that you testified about earlier  
24 that you believe ZF Batavia has not kept, is it

1     also your belief that Ford is somehow responsible  
2     for those changes in AIP, overtime, bereavement,  
3     personal and sick time?

4             A.     They have a partial ownership in it,  
5     in my -- my opinion. Ford has a 49 percent  
6     interest in the company. There is -- from what  
7     I've been told, there's at least two members of  
8     Ford that sit on the board of directors.

9             And I believe some of the changes that  
10    have taken place that myself and my -- other people  
11    that are part of this lawsuit, some of these  
12    changes were reviewed by the board of directors,  
13    from my understanding and plus there's been times  
14    where there's been mention of Ford helping with  
15    financial help for the plant. So I feel Ford has a  
16    very active involvement still at Batavia.

17            Q.     Okay. Let's break that up a little  
18    bit. First, with respect to the board of  
19    directors, of the four changes that you've  
20    testified about, AIP, overtime, bereavement,  
21    personal and sick time, do you have any specific  
22    knowledge as to any of those four being reviewed by  
23    the board of directors?

24            A.     Not specific, no.

1 Q. Other than what you've testified about  
2 with regard to the board of directors, do you have  
3 any knowledge that Ford was involved in the change  
4 of the AIP?

5 A. No, I have no specific knowledge.

6 Q. Any specific knowledge that Ford was  
7 involved in the -- in putting the -- strike that.

8 Any knowledge that Ford was involved  
9 in the overtime policy change, the nine-hour rule?

10 A. I have no specific knowledge.

11 Q. Any specific knowledge that Ford was  
12 involved in the change in the bereavement leave  
13 policy?

14 A. I have specific knowledge.

15 Q. Any knowledge that Ford was involved  
16 in the change in the personal and sick leave  
17 policy?

18 A. I have no specific knowledge.

19 Q. Now, you also said that you had some  
20 understanding that Ford has, at times, helped the  
21 plant financially. Tell me what you mean by that.

22 A. Well, we've -- I've heard -- again,  
23 this is hearsay, that as of the end of February,  
24 the allotment for overtime for CVT was exceeded

1 already for the entire year and that Ford is  
2 helping from a financial standpoint. I don't  
3 necessarily mean specifically overtime, but I'm  
4 just saying there's other aspects that I have heard  
5 that we are exceeding costs in the CVT area, the  
6 budgeted costs that were planned for and that Ford  
7 is helping to offset that.

8 Part of the reason I feel -- I put  
9 some value in that is I was told up front -- and,  
10 again, I can't give you specifics, but that ZF, the  
11 parent company that has the 51 percent ownership,  
12 extended way out financially to be able to -- to  
13 buy the 51 percent of that -- that facility.

14 Again, I have no specific people to  
15 tell you that told me that. I don't remember, but  
16 they did, in fact, extend way out. Now, if you put  
17 that and the fact that we're running over budget,  
18 somebody's got to make up the difference.

19 Q. And it's your understanding that Ford  
20 made up some of that difference?

21 A. That's correct.

22 Q. And you base that on sort of plant  
23 hearsay?

24 A. Yes.

1 Q. Okay. And have you had any specific  
2 conversations with Ford managers about that?

3 A. No.

4 Q. Or ZF managers about --

5 A. No.

6 Q. Other than that testimony that you  
7 just gave about Ford's potential financial  
8 involvement and the fact that Ford has a 49 percent  
9 share and has representatives on the board of  
10 directors, do you believe that Ford is in any other  
11 way involved in any of these changes that you've  
12 testified about?

13 A. No, but adding to the financial  
14 aspect --

15 Q. Yes.

16 A. -- of it, the hourly employees are  
17 still, to my understanding, receive their paychecks  
18 from Ford Motor Company and they work overtime.  
19 So, therefore, somebody has to be paying that bill.

20 Now, I can't say how that's being  
21 done. I'm just saying you put all these little  
22 factors together and that's what causes me to  
23 believe not only does Ford have a financial aspect  
24 into it, into the business. But if I was in

1 business for myself and I was forking out money, I  
2 want to have some say-so in what's going on.

3 Q. That's how you would run it if you  
4 were running it?

5 A. Yep.

6 Q. I understand. Okay. Have you ever  
7 made any complaints to Ford about the things that  
8 are at issue in this lawsuit?

9 A. Personally?

10 Q. Yes, sir.

11 A. No.

12 Q. You say "personally." Is there  
13 someone that you know has made complaints to Ford  
14 about this, other than --

15 A. Other than --

16 Q. -- by filing the lawsuit?

17 A. Other than the lawsuit, no.

18 Q. Okay. With regard to the transition  
19 bonus -- well, strike that. I think you addressed  
20 that.

21 You know an employee by the name of  
22 Eddie Adams out at Batavia? My understanding is he  
23 is a UAW committeeman or --

24 A. Yes, yes, yes.



1 Q. Have you had any conversations with  
2 Mr. Adams about this lawsuit?

3 A. No.

4 Q. Or about any of the changes that are  
5 at issue in this lawsuit?

6 A. No.

7 Q. Any conversations with Mr. Adams about  
8 Ford's involvement or lack of involvement in the  
9 Batavia plant?

10 A. No.

11 Q. Mr. Adams has been listed in this case  
12 by your lawyers as a potential witness for the  
13 plaintiffs. Do you have any knowledge as to why  
14 Mr. Adams might be a witness in this case?

15 A. No.

16 Q. You've testified for quite some time  
17 this morning, Mr. Stegmann. I appreciate that.  
18 Other than what you've testified as to this  
19 morning, do you have any other facts that you  
20 believe support the claims you're making in this  
21 case?

22 A. Not that I can think of at this time,  
23 no.

24 MR. VANWAY: Okay. I don't think I

1 have any further questions, Mr. Stegmann. Thank  
2 you, sir.

3 MR. HUNTER: I have nothing further.

4 MR. SIMON: Off the record.

5 (Deposition concluded at 10:54 a.m.)

6

7

8

9

---

Edward L. Stegmann

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

1 C E R T I F I C A T E

2

3 STATE OF OHIO :

4 : SS

5 COUNTY OF HAMILTON :

6

7 I, Susan M. Barhorst, a Notary Public in  
8 and for the State of Ohio, duly commissioned and  
9 qualified, do hereby certify that prior to the  
10 giving of this deposition the within-named EDWARD  
11 L. STEGMANN was by me first duly sworn to testify  
12 the truth, the whole truth, and nothing but the  
13 truth; that the foregoing pages constitute a true,  
14 correct, and complete transcript of the testimony  
15 of said deponent, which was recorded in stenotypy  
16 by me, and on the 27th day of October 2003 was  
17 submitted to counsel for deponent's signature.

18 I further certify the within deposition was  
19 duly taken before me at the time and place stated,  
20 pursuant to the Federal Rules of Civil Procedure;  
21 that I am not counsel, attorney, relative or  
22 employee of any of the parties hereto, or their  
23 counsel, or financially or in any way interested in  
24 the within action, and that I was at the time of

1 taking said deposition a Notary Public in and for  
2 the State of Ohio.

3 IN WITNESS WHEREOF, I have hereunto set my  
4 hand and notarial seal at Cincinnati, Ohio, this  
5 27th day of October 2003.

6

7

8

9

10

Susan M. Barhorst, Notary Public  
in and for the State of Ohio.  
My commission expires  
February 18, 2004

11

12

13

14

15

16

17

18

19

20

21

22

23

24